



July 18, 2016

#### Appeals@sl.universalservice.org

Schools and Libraries Program Correspondence Unit

Attention: Letter of Appeal

30 Lanidex Plaza West, PO Box 685

Parsippany, NJ 07054-0685

Service Provider: Synergetics Diversified Computers Services, Inc Address: 501 Highway 12 West Suite 100, Starkville, MS 39759

Contact: David Palmer, dpalmer@synergeticsdcs.com, 662-461-0103(O), 662-461-0183(F)

SPIN: 143004683

RE: Letter of Appeal to USAC

Notification of Improperly Disbursed Funds Recovery Decision

Letter Dated May 20, 2016

FRN: 2826991 471: 1038199 Funding Year: 2015

Applicant Name: Leake County School District

BEN: 128612 FCC RN: 0012028049

This letter of appeal is being written concerning the Notification of Improperly Disbursed Funds Recovery Letter Dated May 20, 2016 (Exhibit 1) requesting recovery of improper disbursements from the Service Provider (Synergetics Diversified Computer Services, Inc) for the above referenced FRN #2826991 in the amount of \$10,446.50. The letter states "it has been determined that funds were improperly disbursed for products and/or services there were not approved on the FCC Form 471 #1038199. The products and/or services do not meet the requirements for an eligible service substitution".

The relief sought in this letter of appeal is for this decision to be reversed and no funds requested for recovery from the Service Provider. As we will demonstrate in this appeal, the funds were disbursed for products and services that are 100% eligible and that do in fact meet the requirements for eligible service substitution.



#### **Background Details**

Leake County School District published a Form 470 #378920001293023 (**Exhibit 2**) on January 12, 2015 that included the descriptions for Access Points, Controllers, and included the name of the RFP: LCSD Wireless 2015 with specific details on their request. See the following Line Item #10 Category Two – Internal Connections Description:

		aat specifies the services you are seeking, your RFP must be available to all interested bidders for a you check NO and you have or intend to have an RFP, you risk denial of your funding requests.
a 🔽 YES, I have release	d or intend to release an RFP for one or more o	fthese services. It is available or will become available on the Internet at:
or via (check one)	the contact person in Item 6 or	the contact person listed in Item 12
Your RFP Indentifier: L0	CSD WIRELESS 2015	
h □ NO I have not relea	sed and do not intend to release an REP for an	w of these services
b ☐ NO, I have not relea	sed and do not intend to release an RFP for an	y of these services.
Whether you check YES o	r NO, you must list below the Internal Connectic	ons and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub
Whether you check YES o		ons and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub
Whether you check YES o	r NO, you must list below the Internal Connectic	ons and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub
Whether you check YES o and cabling) and quantity	r NO, you must list below the Internal Connection and/or capacity (e.g., connecting 1 classroom o	ons and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub
Whether you check YES o and cabling) and quantity Service	r NO, you must list below the Internal Connection and/or capacity (e.g., connecting 1 classroom o	ons and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub

See attached Exhibit 2 for entire Form 470 Application

In reference to the Leake County School District's <u>Wireless RFP (Exhibit 3)</u>, there are several areas that request proposals for Access Points, Controllers and complete installation that include:

#### Wireless RFP Page 2 – Subject

"Requests for Quotations/Proposals for installing wireless access points and controllers with managed wireless infrastructure for schools in the Leake County School District."

#### Wireless RFP Page 12 – Item 29 – Wireless Solution

"All proposals are to provide a wireless solution for installation of wireless equipment, which will include mounting of wireless access points, installation and configuration of all access points and controllers, technical assistance, training, configuration of access points and controller, and testing of equipment. Upon completion of project the Technology Coordinator will be provided close out documents detailing the location and installation of all access points and controller with a schema drawing of the infrastructure."

#### Wireless RFP Page 13 – Scope of Work Highlights

"Provide wireless access points. LCSD will provide the location of the new access points and those being replaced. The controller can be on site or cloud based."



"Install and configure a wireless solution for each school which will coordinate with the District's existing wireless system"

"Provide training to LCSD technical staff on the configuration and management of all devices."

Wireless RFP Page 26 – Quote Submission Form

"Please include in the quote the product, model number, product description, quantity and unit pricing for access points and controllers and any additional equipment or materials needed for the wireless installation."

# Synergetics submitted quotes/proposal to Leake County School District that included access points, controller and installation as follows: (Exhibit 4)

Quote	Location	Total
QTE-040522	Leake County High School	\$ 4,020.00
QTE-040523	Leake County Career and Technical Center	\$ 2,075.00
QTE-040524	Leake County Elementary School	\$ 2,350.00
QTE-040525	Leake Central High School	\$ 6,205.00
QTE-040526	Leake Central Junior High School	\$ 4,020.00
QTE-040527	Leake Central Elementary School	\$ 5,930.00
QTE-040528	Virtual Controller (Shared)	\$ 6,560.00
	\$ 31,160.00	

Each quote lists all items separately to include:

- Access Point
- Installation of Access Point
- Network Configuration and Training of Wireless Network Turnkey
- Virtual Appliance Controller
- License for Controller
- Wireless Configuration/Training of Controller Turnkey

When the Leake County School District's Technology Coordinator, Pamela Tucker submitted their Form 471 #1038199 (Exhibit 5), the items that were listed separately in the quote/proposals were combined together in the Item 21 Details. As you can note from the attached quotes, there are **64** Access Points, **1** 



# Controller and installation for a total of \$31,160.00. These items were combined into 65 items listed as "Access Points" for a total of \$31,160.00.

The applicant applied for all items under the "wireless" category as serving the same function and combined them on the item 21. Since there was no PIA review that requested more details for the request, the detailed quotes were never submitted to USAC. In previous funded years, the applicant has combined requests similar to this and additional details were provided when requested during the PIA review. The applicant has never had a COMAD in previously funded years for the invoice line items not matching the Form 471/Item 21 details and therefore was not aware of any new rules or guidance on any changes for Form 471 item 21 detail submission.

It has been noted that Erate FY 2015 Item 21 spreadsheet template version 15 does not include the column question "Installation included in Price" as the newer Erate FY 2016 Item 21 template version 16 does include. This installation question/option was not included with the applicant's template utilized for Funding Year 2015 (Exhibit 6). Therefore, the applicant did not have the opportunity to select "installation included" on the Item 21 document.

The invoices submitted to USAC for payment matched exactly in line items and amounts to the original quotes and invoices to the applicant. Payment has been received from both the applicant and USAC for these identified invoices. Applicant and USAC invoices are included in **Exhibit 7**.

The items under the blue columns in the table below are the list of Quotes originally submitted to the applicant with their totals. The list of Invoices under the blue column reveal the applicant was invoiced for their 15% matching exactly to the original quotes. The list of invoices under the pink columns reveal that USAC was invoiced the 85% matching exactly to the original quotes with the Total column matching exactly to the original Quote total column.

Quote	Total	Invoice to Applicant	Amount with 85% Discount		Invoice to USAC	Amount	Total
QTE- 040522	\$4,020.00	INV- 027282	\$603.00		INV- 027282SLD	\$3,417.00	\$4,020.00
QTE- 040523	\$2,075.00	INV- 027280	\$311.25		INV- 027280SLD	\$1,763.75	\$2,075.00
QTE- 040524	\$2,350.00	INV- 027235	\$352.50		INV- 027235SLD	\$1,997.50	\$2,350.00
QTE- 040525	\$6,205.00	INV- 027281	\$930.75		INV- 027281SLD	\$5,274.25	\$6,205.00
QTE- 040526	\$4,020.00	INV- 027233	I \$603.00 I		INV- 027233SLD	\$3,417.00	\$4,020.00
QTE- 040527	\$5,930.00	INV- 027230	\$889.50		INV- 027230SLD	\$5,040.50	\$5,930.00



QTE- 040528
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Leake County School District's Technology Coordinator, Pamela Tucker has corresponded through telephone conversations and email on this matter providing copies of the purchase agreement along with each of the quotes in reference to FRN #2826991 (Exhibit 8). This correspondence was submitted to Karen Hulmes, Associate Case Manager – SLP Appeals/COMAD.

Synergetics received a FY 2015 E-rate Application Information Request Letter dated April 22, 2016 (Exhibit 9) from the Program Compliance Team requesting additional information to ensure compliance with the rules of the Universal Program. This response was submitted (Exhibit 10) providing all the previous background information.

"The provided information in this response demonstrated that the applicant had not violated any rules nor ignored any guidance on specific instructions for item 21 attachment forms that requested specifics on installation or not bundling "like" items. The applicant completed the Form 471 request application in similarity of previously funded requests and had not experienced any issues in the past or been penalized for not providing "unknown" information. Any questions or clarifications on previous requests have always been resolved during the PIA review of the Funding requests. The information provided also demonstrated that it is evident that the disbursed funds for FRN #2826991 were for items and services that were originally quoted to the applicant as 100% E-rate eligible and qualify for funding and reimbursement. The applicant should not be penalized for some technicality of bundling these items on their Form 471 application submission and not provided the opportunity to clarify any questions or additional information required for funding that would go through the standard process of a PIA review as they have in previous funded applications. The products and services in question are 100% E-rate eligible, no rules were violated and no guidance was ignored. There is no rule or USAC guidance that states an application cannot bundle eligible items on their Form 471. The current Form 471 Category 2 Template now ask the question "Installation included in the Price?" but that question was not asked of the FY2015 applicants. There was no Waste, Fraud, or Abuse in this process. No funds were committed or disbursed inappropriately. The Form 471 Requested Amount matches the quote and the invoice to the penny. Documentation provided a direct correlation of quote to FRN Request to Invoice."

USAC's response to the above was to generate the Notification of Improperly Disbursed Funds Recovery Letter Dated May 20, 2016 (Exhibit 1).



#### **Supporting Case for this Appeal**

The Notification of Improperly Disbursed Funds Recovery Letter Dated May 20, 2016 (**Exhibit 1**) states: "After a thorough investigation, it has been determined that funds were improperly disbursed for products and/or services that were not approved on the FCC Form 471. The products and/or services do not meet the requirements for an eligible service substitution".

The guidelines criteria posted on USAC Schools and Libraries website for Service Substitutions are as follows (http://www.usac.org/sl/applicants/before-youre-done/service-substitutions.aspx - Exhibit 11):

Substitution of a service or product must meet the following conditions, which are specified in Federal Communications Commission (FCC) rules:

- The substituted services or products have the same functionality as the services or products contained in the original proposal.
- The substitution does not violate any contract provisions or state or local procurement laws.
- The substitution does not result in an increase in the percentage of ineligible services or functions.
- The requested change is within the scope of the establishing FCC Form 470, including any Requests for Proposal (RFP), for the original service.

According to the FY 2016 Item 21 Category 2 Internal Connections Spreadsheet (**Exhibit 6**) "Type of Internal Connections" Category Options Column, Wireless Data Distribution is all under one category and the next column asks **if installation is included in the price**. This establishes that access points, controllers, controller license, installation and basic training of wireless solution are all listed on the Item 21 under the same type of Internal Connection Category as "Wireless Data Distribution".

Category 2 Internal	Connections - Version 16.4			
Reference Number	Type of Internal Connection	Installation Included in Price?		
For Reference only - Not Imported	Required	Required		
1	Wireless Data Distribution	▼		

The remaining categories to choose from on this Item 21 spreadsheet are: Cabling/Connectors, Caching, Data Distribution, Data Protection, Racks, and Software. The additional items that are in question include: Installation, Configuration and Training, Extreme Networks V2210 V9 Appliance, Enterasys 16



AP Capacity Upgrade and Wireless Configuration Training of Controller. All of the items in question follow under the "Wireless Data Distribution" Category with "Installation included with the price".

Therefore, all items in question qualify for the service substitution Criteria of:

- The substituted services or products have the same functionality as the services or products contained in the original proposal. (Wireless Data Distribution with Installation included in Price)
- The substitution does not violate any contract provisions or state or local procurement laws. (No items violate any state or local procurement laws)
- The substitution does not result in an increase in the percentage of ineligible services or functions. (No increase in pricing or ineligible services)
- The requested change is within the scope of the establishing FCC Form 470, including any Requests for Proposal (RFP), for the original service. (All items were requested in the established Form 470 and RFP (Exhibit 3) and quoted as separate line items (Exhibit 4) to the applicant).

Below we cite two examples of service substitutions from previous applicant requests that demonstrate similar situations where products and services under same functionality were approved and funds disbursed.

The first example (**Exhibit 12**) is for Lumberton School District where the original request was for Wireless Access Points, Controller and Power Injectors and the approved changes were for Access Points, Controller and Installation. Installation was not included in the original request and different products were needed. These were for products and services changes under same functionality category of "wireless" and were approved and funds disbursed.

The second example (**Exhibit 13**) is for Coahoma County School District where the original requests were for Network Drops, Patch Cables and Patch Panels. Installation and various other cable material items were not included in the original request. However, the approved products and services service substitution requests were for installation, jacks, mount boxes, raceway, cable testing, and other various cable material items. These were for products and services changes under the same functionality category of "cabling" and were approved and funds disbursed.

These are examples of previously approved service substitutions under same functionality, although the original items requested and approved for funding did not include installation or other various items under the same functionality.

These examples are to demonstrate that the items in question do qualify under "same functionality" as Wireless Data Distribution and do meet the requirements for an eligible service substitution. Therefore, if a service substitution request was submitted and approved the items in question would be approved for funding and funds would not qualify for recovery.



There are no guidelines or specific instructions for the Category 2 Internal Connections Spreadsheet Templates that state an applicant cannot bundle any items. It is very common for applicants to bundle items such as Switches with power cords, stacking cables, fiber modules, and license and enter all of these components as 1 line items for "Data Distribution" with "Installation included in price". It is also very common for applicants to include cable, jacks, mounts, raceway and install into one line item on the spreadsheet in the category of "Cabling/Connectors" with "Installation included in price". This was the exact same scenario this applicant did with the wireless items — included access points, controller, license and installation into one line item on the spreadsheet.

#### **Alleged Act or Omission of Service Provider**

The Notification of Improperly Disbursed Funds Recovery Letter Dated May 20, 1026 (**Exhibit 1**) states: "Since the services were invoiced via a Service Provider Invoice form, this violation was caused by an act or omission of the service provider because the service provider is responsible for ensuring that it provides and invoices for only the products and/or services equipment that USAC approved."

As detailed throughout this letter of appeal, the service provider has adhered to all requests and requirements of the applicant's posted Form 470 and RFP with detailed quotes that included all products and services the applicant requested for access points, controllers, installation and configuration of all access points and controller. All of the products and services quoted to the applicant are 100% Erate eligible. The applicant's Form 471 application total was exactly the amount of the original quotes. The invoices that were submitted to USAC by the service provider was for the exact amounts listed on the applicants approved and funded Funding Request Number #2826991. The invoices were paid in full by USAC to the service provider for the exact amount requested.

It is clearly obvious the applicant combined all the wireless components into one line item on the Item 21 spreadsheet under the wireless category. It is clear that previous invoices have been approved and paid in full with combined items similar to this for applicants and service providers. We take issue with the above referenced statement and do not agree we are in violation of an act or omission as a service provider.

#### Conclusion

There is no evidence of any waste, fraud, abuse or misuse of funds. All products and services in question are 100% eligible and meet the requirements for an eligible service substitution. The applicant consolidated all of the wireless products and services into one line item on the Item 21 spreadsheet. Had the applicant been chosen for a Program Integrity Assurance (PIA) review, the original quotes would



have been submitted for review and revisions to the request would have been reviewed and approved. The invoices submitted for payment to the applicant and USAC were identical in line items and totals as submitted in the original proposal to the applicant, as well as matched in exact totals as the approved Form 471 application Funding Request Number.

It is evident that the items in question are 100% eligible. It is evident the items in question meet the requirements for an eligible service substitution. It is evident no waste, fraud, abuse or misuse of funds have transpired. Seeking recovery of disbursed funds for products and services that are 100% eligible and meet the requirements for service substitution would cause undue hardship to the service provider and applicant.

The relief sought in this letter of appeal is for this decision to be reversed and no funds requested for recovery from the Service Provider as the funds were disbursed for products and services 100% eligible and do in fact meet the requirements for eligible service substitution. If a service substitution request approval is required for this relief to be reversed, the applicant is willing to submit this request upon response from this letter of appeal.

Thank you for your assistance in this letter of appeal request. Please let me know if any additional information is needed.

Respectfully yours,

David Palmer

CEO

Synergetics DCS, Inc

662-461-0103

dpalmer@synergeticsdcs.com

#### Exhibit 1



Schools & Libraries Program

# Notification of Improperly Disbursed Funds Recovery Letter Funding Year 2015: July 1, 2015 - June 30, 2016

May 20, 2016

David Palmer Synergetics Diversified Computer Services, Inc 501 Highway 12 West Suite 100 Starkville, MS 39759

Re: SPIN:

143004683

Form 471 Application Number:

1038199

Funding Year:

2015

FCC Registration Number:

0012028049

Applicant Name:

LEAKE COUNTY SCHOOL DISTRICT

Billed Entity Number:

128612

Applicant Contact Person:

Pamela Tucker

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were disbursed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now recover these improper disbursements. The purpose of this letter is to inform you of the recoveries as required by SLP rules, and to give you an opportunity to appeal this decision. USAC has determined the service provider is responsible for all or some of the SLP rule violations. Therefore, the service provider is responsible to repay all or some of the funds disbursed in error.

This is NOT a bill. The next step in the recovery of improperly disbursed funds process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC.' For more information on the Red Light Rule, please see https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions.

#### TO APPEAL THIS DECISION:

If you wish to appeal the Notification of Improperly Disbursed Funds Recovery decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

- 1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
- 2. State outright that your letter is an appeal. Identify the date of the Notification of Improperly Disbursed Funds Recovery Letter and the Funding Request Number(s)(FRNs) you are appealing. Your letter of appeal must include the
- · Billed Entity Name,
- · Form 471 Application Number,
- · Billed Entity Number, and
- FCC Registration Number (FCC RN) from the top of your letter.
- 3. When explaining your appeal, copy the language or text from the Funding Disbursement Recovery Report that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
- 4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
- 5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal Schools and Libraries Program - Correspondence Unit 30 Lanidex Plaza West PO Box 685 Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

#### FUNDING DISBURSEMENT RECOVERY REPORT

On the pages following this letter, we have provided a Funding Disbursement Recovery Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from the application for which recovery is necessary. See the "Guide to USAC Letters" posted at <a href="http://www.usac.org/sl/tools/samples.aspx">http://www.usac.org/sl/tools/samples.aspx</a> for more information on each of the fields in the Report. USAC is also sending this information to the applicant for informational purposes. If USAC has determined the applicant is also responsible for any rule violation on these FRN(s), a separate letter will be sent to the applicant detailing the necessary applicant action.

Schools and Libraries Program
Universal Services Administrative Company

cc: Pamela Tucker
LEAKE COUNTY SCHOOL DISTRICT

#### Funding Disbursement Recovery Report for Form 471 Application Number: 1038199

Funding Request Number: 2826991

Contract Number: n/a

Services Ordered: INTERNAL CONNECTIONS

Billing Account Number:

Funding Commitment: \$26,486.00

Funds Disbursed to Date: \$23,069.00

Funds to be Recovered from Service Provider: \$10,446.50

Disbursed Funds Recovery Explanation:

After a thorough investigation, it has been determined that funds were improperly disbursed for products and/or services that were not approved on the FCC Form 471. The products and/or services do not meet the requirements for an eligible service substitution. During an review it was determined that following services: Installation, Configuration/Training, Extreme Networks V2110 V9 Appliance -WS-V2110-9-NAM, Enterasys 16 AP Capacity Upgrade, Wireless Configuration Training of Controller were not approved on a FCC Form 471#1038199, FRN 2826991 for the amount invoiced for these services of \$10,446.50. FCC rules require that applicants indicate on the FCC Form 471 and Item 21 attachments the services and/or equipment for which they are seeking funding so that USAC can determine whether the services and/or equipment are eligible for funding. Since the services were invoiced via a Service Provider Invoice form, this violation was caused by an act or omission of the service provider because the service provider is responsible for ensuring that it provides and invoices USAC for only the products and/or services equipment that USAC approved. On the SPAC Form, the authorized person certifies on behalf of the service provider that the SPIs that are submitted by this service provider contain requests for Universal Service support for services which have been billed to the service providers customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for Universal Service support by the fund administrator. Accordingly, USAC will seek recovery of the \$10,446.50 of improperly disbursed funds from the service provider.

David Palmer
Synergetics Diversified Computer Services, Inc
501 Highway 12 West
Suite 100
Starkville, MS 39759

FCC Form 470

# **EXHIBIT 2**

Approval by OMB 3060-0806

# Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this form.

Form 470 Application Number: 378920001293023 Applicant's Form Identifier: LCSDY18WIRELESS Posting Date: 01/12/2015 Application Status: CERTIFIED Allowable Contract Date: 02/09/2015 Certification Received Date: 01/12/2015 Block 1: Applicant Address and Information 1 Name of Applicant LEAKE COUNTY SCHOOL DISTRICT 2 Funding Year: 2015 (Funding years run from July 1 through the following June 30) 3 Entity Number: 128612 4a Street Address, P.O.Box, or Route Number: 123 MAIN STREET, PO DRAWER 478 City: CARTHAGE State: MS Zip Code: 39051 -0000 4b Telephone Number: (601) 267-4579 4c Fax Number. (601) 267-5283 5a Eligible Entities That Will Receive Services: Check the ONE choice in 5a that best describes the eligible entities that will receive the services described in this form. You will then list in item 15 the entity/entities that will pay the bills for these services. C Individual School (individual public or non-public school) © School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools) C Library (including library system, library outlet/branch or library consortium as defined under LSTA) Consortium (Intermediate service agencies, states, state networks, consortia of schools and/or libraries) C Statewide application for (enter 2-letter state code) representing (check all that apply) All public schools/districts in the state All non-public schools in the state Г All libraries in the state 5b Recipient(s) of Services - Check all that apply: Public ☐ Private ☐ Charter ☐ Tribal □ State Agency 5c Number of eligible entities for which services are sought 11 Block 1: Applicant Address and Information (continued) 6a Contact Person's Name: **PAMELATUCKER** If the Contact Person's Street Address is the same as Item 4a above, check here. 🖂 If not, complete Item 6b. 6b Street Address, P.O.Box, or Route Number: NOTE: USAC will use this address to mail correspondence 703 NORTHWEST STREET City: CARTHAGE State: MS Zip Code: 39051 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided. 8c Telephone Number: (601) 267 -8442 6d Fax Number: (601) 267 -5150 ▼ 6e E-Mail Address: PTUCKER@LEAKESD.ORG Re-enter E-mail Address: PTUCKER@LEAKESD.ORG If a consultant is assisting you with your application process, please complete item 7 below: 7 Consultant Name: Name of Consultant's Employer: Consultant's Street Address: State: Zip Code: Consultant's Telephone Number: Fxt Consultant's Fax Number: Consultant's E-mail Address: Re-enter E-mail Address:

Consultant Registration Number:

Entity Number: 128612	Applicant's Form Identifier: LCSDY18WIRELESS
Contact Person: PAMELA TUCKER	Phone Number: (601) 267-8442
Block 2: Summary Description of Needs or Services Rec	quested
8 Category One: Internet Access and/or Telecommunications	
	pecifies the services you are seeking, your RFP must be available to all interested bidders for at check NO and you have or intend to have an RFP, you risk denial of your funding requests.
a YES, I have released or intend to release an RFP for one or more of the	ese services. It is available or will become available on the internet at:
or via (check one)	the contact person listed in Item 12
Your RFP Indentifier:	
b _NO, I have not released and do not intend to release an RFP for any of t	these services.
	r telecommunications you seek. Specify each service (e.g., voice service, monthly internet disting lines plus 10 new ones, or for monthly internet access service, for 500 users).
9 [Reserved]	

18		To the first the
Entity Number: 128612		Applicant's Form Identifier: LCSDY18WIRELESS
Contact Person: PAMELA	TUCKER	Phone Number: (601) 267-8442
10 Category Two: Internal	Connections and Managed Internal Broadband S	Services
		it specifies the services you are seeking, your RFP must be available to all interested bidders for at ou check NO and you have or intend to have an RFP, you risk denial of your funding requests.
a VES, I have release	d or intend to release an RFP for one or more of t	these services. It is available or will become available on the Internet at
or via (check one)	the contact person in Item 6 or	the contact person listed in Item 12
Your RFP Indentifier: L	CSD WIRELESS 2015	
b ⊏NO I have not relea	ased and do not intend to release an RFP for any	of these services
	200 THE CONTROL OF THE TREE OF THE CONTROL TO THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE	s and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub
and cabling) and quantity	and/or capacity (e.g., connecting 1 classroom of	30 students).
Service	Quantity and/or Capacity	
ACCESS POINTS	FOR SIX SCHOOLS	
CONTROLLERS	FOR SIX SCHOOLS	
MANAGED WIRELESS S	ERVICE FOR SIX SCHOOLS	
11 Category Two: Basic M	faintenance of Internal Connections	
		it specifies the services you are seeking, your RFP must be available to all interested bidders for at ou check NO and you have or intend to have an RFP, you risk denial of your funding requests.
a TYES, I have release	d or intend to release an RFP for these services.	It is available or will become available on the Internet at:
or via (check one)	the contact person in Item 6 or	the contact person listed in Item 12
Your RFP Indentifier:		
b NO, I have not relea	ased and do not intend to release an RFP for thes	e services.
		services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or
capacity (e.g., for 10 route	rs).	

Entity Number: 128612	Applicant's Form Identifier: LCSDY18WIRELESS
Contact Person: PAMELA TUCKER	Phone Number: (601) 267-8442
12 (Optional) Please name the person on your staff or project who can provide addition services you are seeking. This person does not need to be the contact person(s) listed	
Name:	
PAMELA TUCKER	
Title:	
TECHNOLOGY COORDINATOR	
Telephone Number: (601) 267 - 8442 Ext. 207	
FaxNumber: (601) 267 - 5150	
Email Address: PTUCKER@LEAKESD.ORG	
Re-enter E-mail Address: PTUCKER@LEAKESD.ORG	
13 ☐ Check this boxif there are any restrictions imposed by state or local laws or reprocedures. Please describe below any such restrictions or procedures and/or provide	gulations on how or when service providers may contact you or on other bidding an internet address where they are posted and a contact name and telephone number.
☐ Check this box if no state and local procurement/competitive bidding requirement	ents apply to the procurement of services sought on this FCC Form 470.
If you are requesting services for a funding year for which an FCC Form 470 canno	t yet be filed online, include that information here.
Block 3:	
14. [Reserved]	

Entity Number: 128612	Applicant's Form identifier: LCSDY18WIRELESS
Contact Person: PAMELA TUCKER	Contact Phone Number: (601) 267-8442

#### Block 4: Recipients of Service

#### 15 Billed Entitles

List the entitylentities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entitles. At least one line of this item must be completed. If a Billed Entity cited on your FCC Form 471 is not listed below, funding may be denied for the funding requests associated with this FCC Form 470. Attach additional pages if needed.

Entity Number Entity Name

128612 LEAKE COUNTY SCHOOL DISTRICT

Entity N	lumber: 128	612	Applicant's Form Identifier: LCSDY18WIRELESS		
		AMELA TUCKER	Contact Phone Number: (601) 267-8442		
Block	5: Certif	fications and Signature			
16	I certify tha	t the applicant includes: (Check one or both.)			
	a 🔽	schools under the statutory definitions of elementary and seconda (38), that do not operate as for-profit businesses, and do not have	ry schools found in the <b>No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and</b> endowments exceeding \$50 million; and/or		
	libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).				
17	[Reserved]	1			
18	V	I certify that I will post my FCC Form 470 and (if applicable) make any applicable RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.			
19	Æ	I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.			
20	V	54.500, and will not be sold, resold or transferred in consideration 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities ils	ided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § for money or any other thing of value, except as permitted by the Commission's rules at ted on this form have not received anything of value or a promise of anything of value, from the service provider, or any representative or agent thereof or any consultant in		
21	V	through this program, to all of the resources, including computers	litional upon the school(s) and/or library(les) I represent securing access, separately or training, software, internal connections, maintenance, and electrical capacity necessary the aforementioned resources are not eligible for support. I certify that I have considered		
22	17		ble entity(ies). I certify that I am authorized to submit this request on behalf of the eligible d to the best of my knowledge, information, and belief, all statements of fact contained		
23	12		curement/competitive bidding requirements and that I have complied with them. I s form may be punished by fine or forfelture, under the Communications Act, 47 U.S.C. d States Code, 18 U.S.C. § 1001.		
24	R	I acknowledge that FCC rules provide that persons who have beer participation in the schools and libraries support mechanism are	convicted of criminal violations or held civilly liable for certain acts arising from their subject to suspension and debarment from the program.		
<del>-</del>	umber: 128		Applicant's Form Identifier: LCSDY18WIRELESS		
Contac	t Person: PA	WHELA TUCKER	Contact Phone Number: (601) 267-8442		
25	Signature o	fauthorized person: 😿	<b>26</b> Date: 01/12/2015		
27a	Printed na	me of authorized person:			
	PATRICK F				
27b	•	sition of authorized person:			
	SUPERIN	TENDENT OF EDUCATON			
	Chec	k here if the consultant in Item 7 is the Authorized Person.			
27c	Street Add	ress, P.O. Box, Route Number, City, State, Zip Code:			
	123 E. MAI P.O. DRAM	N STREET VER 478			
	City: CAF	RTHAGE			
	State: MS				
	Zip Code:				
27d		Number of Authorized Person:			
	(601) 267-				
2/8	(601) 267-	er of Authorized Person:			
2/1		ress of Authorized Person:			
	PPOSEY@	QLEAKESD.ORG			
		E-mail Address: DLEAKESD.ORG			
27g	Name of A	Authorized Person's Employer:			
	LEAKE CO	DUNTY SCHOOL DISTRICT			
			ration or certification of an FCC Form 470 and result in the denial of funding requests.		

For more information, refer to the Schools and Libraries area of the USAC web site at

www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.

Entity Number: 128612 Applicant's Form Identifier: LCSDY18WIRELESS

Contact Person: PAMELA TUCKER Phone Number: (601) 267-8442

NOTICE: In accordance with Section 54.503 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator, 47 C.F.R. § 54.503(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

FCC Form 470 October 2014

New Search

Return To Search Results

# **EXHIBIT 3**

# LEAKE COUNTY SCHOOL DISTRICT 123 E. MAIN STREET P.O. DRAWER 478 CARTHAGE, MS 39051

# E-RATE 2014-2015 INTERNAL CONNECTIONS REQUEST FOR PROPOSALS (RFP) FOR WIRELESS INFRASTRUCTURE

PROPOSAL DUE DATE:

FRIDAY, FEBRUARY 6, 2015 BID OPENING 2:00 P.M.

PATRICK POSEY
SUPERINTENDENT OF EDUCATION

# LEAKE COUNTY SCHOOL DISTRICT Wireless Installation RFP

**Subject:** Requests for Quotations/Proposals for installing wireless access points and controllers with managed wireless infrastructure for schools in the Leake County School District.

#### Purpose:

Proposals are being sought by The Leake County School District for the purpose of evaluating various solutions to provide additional access points and controller for a seamless and secure wireless access at the school level that will coordinate with the District's existing wireless equipment.

#### **Background:**

Our District's students, teachers, staff and administrators are using more and more resources that require Internet access, including wireless connectivity. The LCSD has currently a mixed environment with Cisco and Aerohive access points; however the District is looking at a new proposed solution, with a preference for Aerohive access points, from other manufactures with proven evidence of equipment that is functionally equivalent or better. The purpose of this RFP is to explore the various options currently supported through the E-Rate program and its Category Two services.

#### **General Requirements:**

The Leake County School District is seeking quotations for complete solutions to install additional wireless access points, access point controllers and integrate them into the existing wireless network infrastructure at each of the following school sites:

- Leake Central Elementary School,
- Leake Central Junior High School,
- Leake Central High School,
- Leake County Career and Technical Center,
- Leake County Elementary School,
- Leake County High School,

# Terms used throughout this RFP

USAC – Universal Service Administrative Company

SPAC - Service Provider Annual Certification

SPIN – Service Provider Identification Number

LCSD – Leake County School District

#### This RFP package consists of the following sections:

- I. General Conditions
- II. Detailed Specifications
- III. District Responsibilities
- IV. The Service Provider's responsibilities
- V. Proposal Forms

Send proposals and supporting documentation to:

Pamela Tucker, Technology Coordinator 703 Northwest Street Carthage, MS 39051

<u>Do Not Fax or Email Proposals.</u> Proposals will be received by The District at the Office of Superintendent, 123 E. Main Street, Carthage, MS 39051 until 2:00 PM CST, Friday, February 6, 2015. Proposals must be mailed to the address above in time for delivery before the closing date or hand delivered.

#### **Schedule of Events:**

Event	Date(s)	
Release of RFP to Service Providers	01-12-2015	
Site Visits (Mandatory)	01-21-2015	9:00 AM CST
Optional Site Visit (If Circumstances permit)	01-23-2015	9:00 AM CST
Deadline for Submission of Proposals	02-06-2015	2:00 PM CST
Opening of Proposals (CPSD Central Office)	02-06-2015	2:00 PM CST
Board Approval of Bids	03-05-2015	5:30 PM CST

# Inquiries

All correspondence and inquiries regarding this RFP must be done via Email:

ptucker@leakesd.org

If a Service Provider does not receive a response within 48 hours, it is the responsibility of the Service Provider to call Pamela Tucker at 601-267-8442 x 207 and confirm that the email message was received.

All responses to inquiries will be emailed to the Service Providers.

#### **Basis of Award:**

- 1. E-rate approval by USAC
- 2. Provider must have current USAC SPAC and SPIN Number.
- 3. References of at least three installations of similar application size, complexity, infrastructure design and installation method as proposed.
- 4. Proposed network equipment's ability to meet current and future needs of LCSD, including onsite support, training, and technical assistance.
- 5. Compatibility with existing wireless infrastructure and existing Cisco VOIP Phone System at Leake County Elementary School.
- 6. Vendor's qualifications, knowledge, experience, past work and functionality of previous installations.
- 7. Overall cost and quality of proposal.
- 8. Service Provider MUST complete the MANDATORY walk through.
  NO BIDS WILL BE ACCEPTED FROM SERVICE PROVIDERS WHO DO NOT COMPLETE THE MANDATORY SITE VISIT.
- 9. Total number of access points and controllers will be determined at walk through.

The mandatory walk through will be on Wednesday, January 21, 2015 at 9:00 AM at the Leake County Career and Technical Center, 703 Northwest Street, Carthage, MS 39051. If extenuating circumstances prevents a vendor from attending on this date a possible alternate date will be Friday, January 23, 2015 at 9:00 AM. This date must be confirmed by Pamela Tucker by phone at 601-267-8442 x 207 or by email at ptucker@leakesd.org.

#### I. General Conditions

The following are the General Conditions for the work to be performed as outlined in the Detailed Specifications.

#### 1. Location of Sites:

The location of the work is on property owned by the Leake County School District. School sites are listed at the end of this document.

#### 2. Scope of Work:

It is understood that, except as otherwise specifically stated in this RFP, The Service Provider shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by the Service Provider.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the District, unless the weekend or holiday work due to a delay caused by the District and written consent is secured prior to the completion of said work by the Technology Coordinator and Superintendent.

#### 3. Protection in General:

The Service Provider shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the Service Provider's expense. Labor shall include all restoration (leveling, sod replacement) of grounds broken up during the installation of this network.

#### 4. Change in Contract:

The District will not be responsible for any change in the work involving extra costs unless approval in writing is furnished by the Technology Coordinator before such work is begun.

# 5. Existing Conditions:

The Service Provider, in submission of this proposal, will have visited the

premises and will be assumed to have taken into consideration all conditions, which might affect this work. No consideration will be given to any claims based on a lack of knowledge of existing conditions. To schedule a site visit, contact Pamela Tucker at:

ptucker@leakesd.org

If a Service Provider does not receive a response within 48 hours, it is the responsibility of the Service Provider to call Pamela Tucker at 601-267-8442 x 207 and confirm that the email message was received.

#### 6. Insurance:

Within ten (10) days after notification of award, The Service Provider shall furnish to The District a Certificate of Insurance showing compliance within the following limitations:

- a) The Service Provider agrees to comply with the provisions of Worker's Compensation Laws of the State of Mississippi.
- b) It shall be stated on every policy or Certificate of Insurance, as the case may be, that "The insurance company agrees that the policy shall not be canceled, changed, or allowed to lapse until ten (10) days after The District has received written notice as evidenced by the return receipt of registered mail, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on the policy."
- c) The Service Provider shall maintain other insurance (with the limits shown below) that shall protect The Service Provider and The District from any claim for property damage or personal injury, including death, which may arise out of operations under this contract, and the Service Provider shall furnish The District with certificates and policies of such insurance as follows.

Below is a list of the insurance coverage that must be procured by The Service Provider at his own expense. The Service Provider agrees to follow instructions indicated in each case:

The District Protective Liability Insurance:

· Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.

Service Provider's Public Liability Insurance:

- · Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.
- · Property Damage limits of \$100,000.00 for each accident and \$500,000.00 for the aggregate.

#### 7. Workmanship

All work shall be performed in a professional manner. Personnel from the District may observe the work procedures and workmanship of the Service Provider, but such observation will not relieve the Service Provider from any responsibility of performance or constitute acceptance of the work performed. The Leake County School District has a rich tradition of excellence, which extends to all employees both in and outside of the classroom. The Service Provider will instruct personnel to adhere to high standard of excellence in quality work, behavior, language, and appearance while performing the duties of this installation.

#### 8. Proposed Services and Service Provider Qualifications

The Service Provider shall furnish a written document that describes the services proposed under these specifications. It is understood that the Service Provider is not responsible for the function of existing equipment already installed at the schools. However, limited troubleshooting of existing equipment will be provided by the Service Provider free of charge to determine if the existing equipment or cabling can be re-utilized. The Service Provider must also show proof that their employee(s) are certified to install the proposed components and electronic equipment.

# 9. Financing

The Service Provider will provide a binding contract to the District for submission to the Schools and Libraries Division. After notification of award from the Schools and Libraries Division, the Service Provider will receive a Purchase Order for the products and services for which the Service Provider

will be responsible as a result of this RFP. This Purchase Order will show the amount that is the responsibility of the local school system. The issuance of any purchase order will be contingent upon approval by USAC. Complete payment to the Service Provider will be subject to the rules of the Schools and Libraries Division (SLD). After notification by the Schools and Libraries Division (USAC Fund Administrator) of the acceptance of the Contract, the contingency will be removed and the Purchase Order will be submitted to the Service Provider in accordance with the rules and regulations of the SLD.

# 10. Application for Payment

All applications (invoices) for payment shall be submitted to the District according to the USAC regulations. The Service Provider must submit a Service Provider Invoice for processing of the discounted potion of the bill.

#### 11. Addenda

Any addenda issued after the issue of this RFP shall be delivered to all parties who complete or have completed the mandatory site visit within 24 hours of issuance or upon completion of the site visit.

If any questions arise within the RFP documents, the Service Provider may submit to The District, written request for interpretation. Any interpretation of documents will be made by addendum to the RFP. Copies of any addendum will be emailed or delivered to each that has completed the mandatory site visit. The District will not be responsible for any other explanation or interpretations. The District reserves the right to reject any or all proposals, in whole or in part, and wave technicalities and informalities.

#### 12. Proposal Submittal:

In order to be eligible for submission of a quote, the Service Provider must complete a site visit to all locations in the proposal. Any submissions submitted by a company that has not completed a site visit will be returned unopened.

One original and one copy of the proposal and two copies of the other required documentation must be sent in a sealed envelope clearly marked with the words "Leake County School District, LCSD Wireless 2015" to the address noted on page 2 of this document. All proposals will be opened at 2:00 PM CST on February 6, 2015, at the LCSD Office of the Superintendent at 123 E. Main Street, Carthage Mississippi 39051.

Due to the nature and diversity of the proposals, a significant amount of time may be required to determine which proposal provides the best option for the District. The possibility is that the best option will involve district purchased equipment that may or may not be E-Rate eligible or may or may not be part of this proposal could significantly delay the evaluation process. The evaluation process will not be complete until the District has determined the best proposal based on all factors.

#### 13. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless the Service Provider makes a request in writing to the District prior to the time set for the opening of submitted proposals. The District will accept no quotes after the deadline for submission of proposals.

#### 14. The Service Provider's Qualifications

The Service Provider must provide proof of registration with the (SLD) for reimbursement under E-Rate guidelines for Priority Two Services. If The Service Provider fails to file the appropriate forms with the SLD or fails to receive an SLD Service Provider Number, the District is not responsible for the discounted portion of The Service Provider's bill. The Service Provider must generate an invoice for the USF portion of the bill in accordance with SLD regulations. The Service Provider is responsible for supplying SLD SPIN with the quote.

It is preferred that the Service Provider has been in business for at least 3 years and have an office in the state of Mississippi. A legible copy of incorporation papers must be attached and noted.

Service Providers must give examples of experience with installation of similar projects that have equal wireless connectivity and infrastructure equipment. Service Provider must give examples and contact information for at least three such installations.

#### 15. Stored Materials

Any materials stored on job site shall be the Service Provider's responsibility.

#### 16. Specifications

Complete specification details for all products being proposed must be provided as part of the RFP response package (proposal).

# 17. Time of Completion

All work, on all LCSD sites, must be completed and operational by July 30, 2016, presuming the funding has been approved by USAC and the Service Provider is selected, contract signed and E-Rate forms are submitted by the district in a timely manner.

#### 18. Accident Prevention

Precautions shall be exercised at all times for the protection of persons (including employees and students) and property and hazardous conditions shall be guarded against or eliminated. The District or the building principal will determine what constitutes a hazardous condition on any campus and the Service Provider will be responsible for rectifying the issue to the satisfaction of The District.

#### 19. Contract Form

Upon Contract award and a binding contract signed, the standard written Purchase Order form will be issued to the successful Service Provider. Issuance of the Purchase Order will be contingent upon USAC acceptance and funding of the project.

#### 20. Indemnification

The Service Provider agrees to hold The District harmless and to indemnify The District for every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of whom the owner may be of the property) of any place in which work is located arising out of or suffered through any act or omission of The Service Provider or Subcontractor.

# 21. The Service Providers' Representative

The District reserves the right, with sole discretion, to refuse to allow any representative of The Service Provider to service the contract in any manner. In this event, The Service Provider shall furnish another representative that is acceptable to The District. Examples of reasons for refusing to allow a Service Provider representative to service the contract include, but are not limited to:

- · Use of profanity or abusive language around any school personnel or students.
- · Unclean or unkempt appearance.

- ·Intoxication or obvious drug use.
- Threatening behavior towards any school personnel or students.

  Should the Service Provider use subcontractors for portions of the work, The District reserves the right to reject any subcontractor without explanations or recourse by The Service Provider or subcontractor.

#### 22. The District Regulations

The Service Provider and his representatives shall follow all applicable school district regulations while on The District property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless the Principal or person in charge gives permission. All Service Provider personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Service Provider's logo clearly visible.

# 23. Governing Law

All RFPs and related documents submitted to The District by the Service Provider are governed under the laws of the State of Mississippi.

# 24. Comprehensive List of References:

All references should include: a contact person, dates of work, mailing address and telephone numbers. References must include three (3) or more references of installations of similar size and complexity within the USA.

#### 25. The District reserves the right to:

- a. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, and to disqualify any such Service Provider it deems unqualified to provide the services requested.
- b. Reject any and all proposals, in whole or in part, if deemed necessary.
- c. Accept any alternative proposal believed to be in the best interest of the district.
- d. Waive any formality in the quote submission.
- e. Cancel any awarded bid if the service proves unsatisfactory.

#### 26. Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance, shipping costs, delivery, installation, drawings and the provision of all labor and services necessary or proper for the completion of the work as

may be otherwise expressly provided in the contract documents. The District will not be liable for any costs beyond those proposed herein. Please be advised that public schools are specifically exempted from the payment of Mississippi Sales Tax.

In case of discrepancy in computed proposal prices, the unit price shall govern and the total price shall be revised accordingly.

#### 27. Variation in Quantities and Configuration

The District reserves the right to modify quantity and configuration requirements. The Service Provider agrees to sell The District the revised quantity of items at the unit price stated in the proposal regardless of quantity changes.

# 28. Terms of Payment

The start of services for this project may not begin prior to July 1, 2015. The District will, if possible, issue an SLD Form 486 on the day services begin. For the duration of the contract, payments will be made on the first Friday after the first meeting of The District School Board after the submission of invoices from the Service Provider.

#### 29. Wireless Solution

All proposals are to provide a wireless solution for installation of wireless equipment, which will include mounting of wireless access points, installation and configuration of all access points and controllers, technical assistance, training, configuration of access points and controller, and testing of equipment. Upon completion of project the Technology Coordinator will be provided close out documents detailing the location and installation of all access points and controller with a schema drawing of the infrastructure.

#### 30. Term of Contract and E-Rate Subsidies

Payment for The District's wireless proposal is dependent on E-Rate subsidies. The district will file for the E-Rate subsidies throughout the term of the contract. In the event that the district E-Rate subsidies were to cease, the district will notify the service provider as to the date of the cessation and the District's will be liable only for payment for services until the time of termination. If E-Rate subsidies stop, the district will not be bound by the remainder of the contract.

# II. Detailed Specifications

The specifications provided in this section are intended to convey the characteristics of a system to provide wireless connectivity in six schools within the Leake County School District.

The Leake County School District is looking for quotations for a wireless infrastructure solution, priced by the number wireless access points and controller indicated at each site, which will coordinate with the District's existing centralized solution to manage the equipment.

LCSD is currently on and has standardized on a Cisco platform in most schools and has added Aerohive access points with a managed aerohive solution. The District has a preference for an Aerohive solution for access points, controller and management software, however the District will entertain proposed solutions from other manufacturers if the vendor can show equal or better functionality. It is the vendor's responsibility and obligation to provide documentation and other evidence that a non Aerohive product is functionally equivalent or better. Without such documentation, LCSD cannot accept the argument on functional equivalency or better based upon on cost alone.

The scope of the project will be as follows:

- Provide wireless access points. LCSD will provide the location of the new access points and those being replaced. The controller can be on site or cloud based.
- Install and configure a wireless solution for each school which will
  coordinate with the District's existing wireless system. Proposed solution
  could be a wireless controller per site or a managed controller from a
  central location for all six schools. The proposed solution could require a
  controller appliance but be centrally managed in the cloud such as
  Aerohive's Cooperative Control architecture.
- Vendor must be a participant in manufacturer's partner program.
   Vendor must have all engineers certified in the manufacturer's access points and controller. All existing equipment in the district must be functional after installation and configuration.
- Provide training to LCSD technical staff on the configuration and management of all devices. This training should include any and all aspects of configuring, installing, and managing the entire wireless infrastructure, including signal mitigation and best practices. Training may be provided by the vendor or can be offered at an authorized training center.

- All equipment and material should be new. Used, refurbished or repurposed equipment or material will not be acceptable.
- Management and configuration tools to configure and manage the network devices are included in this project. Management solution should include optional MDM solution to manage mobile devices. Erate ineligible software or equipment should be listed separately on proposal but included in the total cost of the bid.
- Project must be field supervised by an Engineer with the appropriate manufacturer's certification. (Please include information on who will perform this service.) Limited lifetime warranty for all LAN/WLAN components. Vendor must be able to provide quality in-house industry certified engineers for post-installation support.
- Vendor must provide evidence of successful past performance of the installation and configuration of wireless solutions in a LAN in the MS K-12 environment.

### **Minimum Technical Requirements**

In additions to the requirements listed above, the equipment included in the proposals needs to at least meet the following minimum requirements:

- Web based management (HTTP/HTTPS)
- Management Software must be able to reside onsite, in the public cloud, or the private cloud
- All Ap's must have a TPM Chip (Tamper Protection Module)
- Must provide deep packet inspection and application visibility NOT URL MAPPING
- Must include a console port for Manageability, Configuration and Troubleshooting
- Management software must be able to manage multiple versions of the OS
- AP must be 3x3:3
- Interoperable for existing 802.11 A/B/G/N
- POE Ready
- Multi-cast Compliant
- Dynamic Frequency Selection compliant
- Ability to be centrally managed
- Ability to integrate with Microsoft active directory
- Ability to verify a username and password against a Microsoft directory using a Windows OS or Apple OS device without having to make manual configurations to the device
- Ability to manage and maintain separate user groups

• Ability to securely manage groups within both a single broadcast domain and within a routed environment.

### Example of Aerohive AP230 Wireless – Bid Specifications

- Must integrate seamlessly into existing wired infrastructure and existing wireless controller
- Access Points must support dual concurrent, dual-band 802.11a/n (5 GHz) and 802.11 b/g/n (2.4 GHz) connectivity
- Access Points options should be available that support 802.11ac operating in 3x3 MIMO with 3 spatial streams and 2x2 MIMO with 2 spatial streams
- Access Points must be energy efficient, supporting 802.3af PoE and using less than 12.95 Watts of power with all functionality enabled
- Access Point should provide the option for an external power adapter
- Access Points should be available with internal antenna options. Please describe available APs and the antenna options.
- Please provide the maximum transmit power of each radio
- Access Point must be capable of delivering up to 1.75 Gbps over-the-air performance. Please detail which access points in your portfolio support this requirement.
- Access Points must support performance of up to 75,000 pps on the wired port. Please detail which access points in your portfolio support this requirement.
- Access Points must support a semi-autonomous mode of operation being able to support intelligent AP encryption, security, filtering, RF Management and QoS, without dependency of the wireless appliance.
- Must support rate limiting at the AP
- Access Points must simultaneously support tunneled traffic and bridged traffic at the AP
- Must support assignment of role-based policies to the clients/devices without requiring segmentation via dedicated SSIDs. Please describe how this is supported.
- Access Points must support self-forming and self-healing meshing
- Access Point must support plug and play installation
- Access Points must support RF spectrum analysis and fingerprinting
- Access Points must support a hybrid mode of operation being able to support security scanning/spectrum analysis and serving clients on the same radio
- Access Points must be able to be configured to provide load balancing and band-steering. Please describe the capability.
- Access Points must support IEEE 802.11h for dynamic channel control
- Access Points must support up to 16 SSIDs (8 per radio)

- Access Points RF Management must support automatic channel selection and transmit power controls
- Access Points RF Management must adapt to new channels based on user configurable signal-to-noise ratio and channel occupancy
- Access points must support 802.11e protocols including WMM, TSPEC and U-APSD.
- System must support centrally-deployed configurations and upgrades. Please describe this capability.
- Must provide the capability to ensure equal airtime for all clients in environments where there is a mix of 802.11ac, n, and a/b/g clients. Please describe how this capability is provided.
- Must support fast, secure roaming and handover (pre authentication, OKC), as well as seamless roaming between IP subnets and multiple controllers. Please describe this capability.
- Must support a lifetime warranty on access points. Please describe the warranty offered for the wireless access points

#### Value-Added Considerations

Please outline value-added features based on product(s) and/or service(s) of your organization.

### **Vendor Response:**

Vendor must provide a WLAN System meeting the following requirements as a minimum:

### **Wireless System Features:**

- Must integrate seamlessly into existing wired infrastructure
- Access Points must support dual concurrent, dual-band 802.11a/n (5 GHz) and 802.11b/g/n (2.4 GHz) connectivity
- Access Points must support 802.11n operating in 3x3 MIMO with 3 spatial streams.
- Access Points must be energy efficient and should use less than 12.8 Watts of power with all functionality enabled.
- Access Point must support 802.3af PoE and/or provide the option for an external power adapter.
- Access Points should be available with internal antenna options. Please describe available APs.
- Access Points must support wired performance of up to 75,000 pps

- Access Points must support a semi-autonomous mode of operation being able to support intelligent AP encryption, security, filtering, RF Management and QoS, without dependency of the controller.
- Must support policy enforcement and rate limiting at the AP. Please describe this capability.
- Access Points must simultaneously support tunneled traffic and bridged traffic at the AP.
- Access Points must support an 802.1x supplicant to prevent the access points' wired connection from being used by unwanted devices.
- Access Points must support self-forming and self-healing meshing
- Must provide the capability to ensure equal airtime for all clients in environments where there is a mix of 802.11a/b/g clients and 802.11n clients. Please describe how this capability is provided.
- Access Point must support plug and play installation
- Access Points must support RF spectrum analysis and fingerprinting
- Access Points must support a hybrid mode of operation being able to support security scanning and serving clients/spectrum analysis on the same radio.
- Access Points must be able to be configured to provide load balancing and band-steering. Please describe the capability.
- Maximum transmit power of each radio should be 23 dBm.
- Access Points must support IEEE 802.11h for dynamic channel control.
- Access Points must support up to 16 SSIDs (8 per radio)
- Access Points RF Management must support automatic channel selection and transmit power controls.
- Access Point must support redundant data ports
- Access Points RF Management must adapt to new channels based on user configurable signal-to-noise ratio and channel occupancy.
- Access points must support 802.11e protocols including WMM, TSPEC and U-APSD.
- System must support centrally-deployed configurations and upgrades
- Must support fast, secure roaming and handover (pre authentication, OKC)
- Must support seamless roaming between IP subnets
- Must support seamless roaming between multiple controllers
- Must support assignment of policies to the clients without requiring seamentation via dedicated SSIDs
- Controllers must support a flexible deployment options supporting both a centralized or distributed architecture. Please describe the controller architecture.
- Wireless controller should be available as a hardware-based appliance or virtual appliance option. Please describe the available controller options.

- Must support authentication and encryption standards including: WEP, WPA (TKIP), WPA2 (AES), 802.11i, 802.1x
- Must support a customizable Captive Portal integrated with the controller
- Must allow non-technical personnel to create temporary guest accounts and distribute credentials through an easy-to-use graphical user interface
- Upon failure of an access point, neighboring access points must automatically expand their coverage to eliminate any uncovered areas, even when the access point cannot have access to the controller.
   Optimal channel selection must also be reconfigured dynamically and without user intervention.
- Controllers and access points must support IP Quality of Service at the wireless and wired side. Differentiation of packets must be supported for inbound and outbound wireless packets based on DiffServ, IP TOS and IP Precedence.
- Must support RADIUS Authentication and Accounting
- Must support a customizable Captive Portal integrated with the controller
- Must support session availability option for wireless controller. Please
  describe how this is accomplished and describe the cost for any extra
  licenses required for high availability.
- Must provide role-based policies providing security, access control and QoS priority that is implemented on a per user and per application basis.
- Must support unified wired and wireless role-based access control. Please describe how this is provided.
- Must support a lifetime warranty on indoor APs. Please describe the warranty offered.

LCSD requires a centralized managed solution to manage the switches, access points and controller for the wired and wireless environment to provide the ability to monitor the network, provide network security, provide remote management, and system wide deployment of services. Optional plug in would be a MDM mobile device management solution.

### Optional BYOD and Management features:

- Must support automated onboarding and separation of managed mobile devices
- Must support multi-level device profiling
- Must support automated context based policy provisioning of network services for mobile devices
- Must enable simplified compliance enforcement for managed mobile devices
- Must support a self-registration portal for guest access control features.

- Must also offer the option of sponsorship capabilities to validate guest registration without involvement of IT staff.
- Solution must support RADIUS and/or LDAP for authentication
- Must support automatic endpoint discovery and location tracking by identifying new MAC addresses, new IP addresses, new 802.1X / Webbased authentication sessions, or Kerberos or RADIUS request from access switches.
- Solution must control Bonjour and other multicast traffic to maximize network performance.
- Must support policies to permit, deny, prioritize, rate-limit, tag, re-direct and audit network traffic based on user identity, time and location, device type and other environmental variables.
- Must provide single pane of glass management of the entire infrastructure including Wireless and BYOD devices.
- Must support unified wired and wireless role-based access control.
- BYOD appliance should be available as a hardware-based appliance or virtual appliance option.
- Must provide a multi-vendor management solution capable of basic system-level management.
- Must provide single pane of glass management of the entire infrastructure including Wireless and BYOD devices.
- Management application must include:
  - Wired and wireless dashboards with drill down ability
  - Detailed identity and access information
  - Customized reporting for historical and real-time data
  - Interactive topology maps
  - Device views
  - Events logs
  - Device search functionality
- Must provide comprehensive visibility into all managed mobile devices in the infrastructure.
- Must provide open XML APIs for integration with third party applications.

### Optional Managed Wireless Solution of Wireless Network

As an option to the bid the Leake County School District is seeking the services to provide for the operation, management and monitoring of eligible broadband internal connections components, the wireless access points and controllers (e.g. managed Wi-Fi). The access points and controllers to be managed include any new equipment installed in this project and/or any existing Aerohive access points in the network. The managed services should

be for a period of three years. This bid option should be listed as a separate line in the quote and management should be from a district level. The technical department of the district will have access to the managed services to make changes as deemed necessary. A detailed description of the services included in the quote should be described in documentation with the bid quote. Services will include but not limited to the following:

- The creation and management of SSIDs in the initial setup and for future changes as needed
- The management of switches as related to wireless configuration such as the creation of vlans for traffic management.
- Initial setup and configuration of services as indicated in the specifications such as bonjour, gateway, radius authentication and integration into Microsoft active directory.
- 24x7 technical support for emergency situations.
- Training of LCSD technical staff on use of management system.

### III. The District Responsibilities

#### 1. Access for Installation

The District will, during the progress of the installation, allow the Service Provider and its employees access to the premises and facilities at all reasonable hours or at such hours as The District representative and the Service Provider agree upon.

### 2. Heating/Cooling

Provide heat or cooling when required and general illumination in rooms where work is to be performed by The Service Provider.

### 3. Inspections

Promptly make inspections when notified by the Service Provider that the equipment or any part thereof, is ready for acceptance.

#### 4. Electrical

The District will provide all electrical needs within the district buildings.

### 5. Delay in Work

It is understood that the Service Provider will not be held accountable for any delays caused by The District.

### IV. THE SERVICE PROVIDER'S RESPONSIBILITIES

#### 1. Provision

The Service Provider must provide all supervision, tools, equipment, hardware and wiring materials as specified; transportation, erection, construction, unloading, inspecting, and keeping inventory as specified in attached contract documents. Whenever in the Contract the terms "provide, furnish, supply, install, etc.", can be interpreted as requiring the Service Provider both to furnish and/or install materials, unless specific provisioning/installation of the materials by The District is denoted.

### 2. Ceiling Tiles

Provide for the removal and reinstallation of all ceiling tiles as needed. Any broken ceiling tiles will be replaced with equal or better quality of the damaged ceiling tiles.

#### 3. Identification

The Service Provider will identify to the district any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, tile floors or partition ceilings.

### 4. Damage

The Service Provider will be responsible for repairs of damage to the building, roads, equipment, existing cable, or property. The Service Provider will promptly report to a representative of The District any such damage to the building, roads, equipment, existing cable, or property that may occur while performing work in the facilities.

#### 5. Installation

Install the equipment and hardware in accordance with the manufacturer's specifications. All equipment shall be sufficiently labeled such that the equipment designation or purpose, interconnections and cabling endpoints can be easily determined. All labeling shall correspond with the wireless diagrams provided in Item 13 below.

### 6. Test and Inspections

Conduct tests and inspections in the presence of the District technical representative after installation has been completed in order that the District

may be assured that the requirements for the installation are met.

### 7. Completion Notification

Promptly notify the District designated contact of completion of this proposed project.

#### 8. Defects

The Service Provider will promptly correct all defects for which the Service Provider is responsible.

#### 9. The District Contact

The Service Provider must coordinate all work with the District designated contact.

### 10. Cleanup

Upon completion of the work each day, the Service Provider must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat and in the same condition as it was found.

#### 11. Subcontractors

The Service Providers may not use subcontractors to perform work. All responsibilities rest with the Service Provider.

#### 12. Testing

The Service Provider will provide the District with complete detailed test results. The test results must be delivered to the District before payment.

#### 13. Diagrams

The Service Provider shall furnish, with the quote, a complete set of drawings showing the design of the wireless infrastructure and the interconnection of all equipment installed. The diagrams will also include the location of wireless access points and controllers and any additional equipment utilized in the new installation.

#### 14. Codes, Standards, and Ordinances

All work shall conform to the latest edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable.

### 15. Safety

The Service Provider shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Service Provider shall at all times comply with the regulations set forth by federal, state, and local laws; rules; and regulations concerning "OSHA", and all applicable state labor laws, regulations, and standards. The Service Provider shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on the Customer because of the Service Provider, subcontractor, or supplier's failure to comply with the regulations stated herein.

### 16. Patents and Royalties

The Service Provider, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the Customer. If The Service Provider or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

#### 17. USAC Certifications

The Service Provider must be an approved USAC service provider with a current SPIN and SPAC. It will be the responsibility of the Service Provider to maintain all USAC certifications throughout the term of the contract.

#### 18. Indemnification

The Service Provider shall indemnify and hold harmless the District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by the Customer, its agents, or employees) in connection with the same; or by use of any improper material or by or on

account of any act or omission of said Service Provider or its subcontractors, agents, servants, or employees. The Service Provider further agrees to indemnify and hold harmless the Customer, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Service Provider, its agents, associates, or employees.

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the Customer's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Customer which may result from the operations and activities under this Contract whether the installation operations be performed by the Service Provider, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to the Service Provider shall obligate the Service Provider to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

### **QUOTE SUBMISSION FORM**

Company Name of Service Provider			
Corporate Headquarters Address			
City	State	Zip	
Service Provider Contact Name			
Service Provider Contact Phone Numbe			
Service Provider Contact Email Address			
E-Rate Service Provider Name			
E-Rate Service Provider Identification Nu	ımber (SPIN)		
Address of Mississippi Office			
City	State	Zip	

Please include in the quote the product, model number, product description, quantity and unit pricing for access points and controllers and any additional equipment or materials needed for the wireless installation.

# In addition to pricing information, please include the following information:

- Service Provider's Mississippi Division or Company's Organizational Chart including job titles, names, and departments
- Description of the Service Provider's capacity to provide support including names, position titles, and locations of technical support staff, sales staff, and management staff (i.e.: John Smith, Director of Sales – Jackson, MS)
- Description of Help Desk Procedures
- Description of warranty information for all proposed products
- Description of Service Response Procedures
- Description or list of service locations that will provide service and support for the district installation, the number of technicians available for that support, and average response times for service calls in the Carthage area.
- 3 References for similar installations as described in the specifications.
- Full Description of the wireless installation to be provided (to include performance specifications and all necessary installation and equipment) for the connections for selected LCSD school buildings.
- Diagram of proposed wireless network including position of access points, placement and number of access points quoted.

### **DISTRICT BUILDING INFORMATION**

Leake Central Elementary School	603 Hwy 16 W, Carthage, MS
Leake Central Junior High School	801 Dr. MLK Dr, Carthage, MS
Leake Central High School	704 North Jordan St, Carthage, MS
Leake County Career and Technical Center	703 Northwest St, Carthage, MS
Leake County Elementary School	1280 School St, Walnut Grove, MS
Leake County High School	220 Spruce St, Walnut Grove, MS

Similar Project Examples and References

### SITE VISIT FORM

DATE
SERVICE PROVIDER NAME
CONTACT INFORMATION FOR CHANGES / UPDATES / CLARIFICATIONS
Name
Name
Phone Number
Email Address

### **EXHIBIT 4**



**Quote: QTE-040528** 

Date: 02/04/2015

Page 1 of 1

To:

Leake County School District 123 Main Street P.O. Box 478 Carthage, MS 39051 Contact: Pam Tucker (Ph:) (601) 267-8667 Ext. 0000

#### From:

Sales Account Manager

Kay Hall

Office: (601) 420-3477 Ext. 120 Mobile: (662) 295-0430

Email: khall@synergeticsdcs.com

Inside Sales Representative

Kathryn Eddy

Office: (662) 323-9484 ext. 109 Email: keddy@synergeticsdcs.com

01		B		F : D :
Qty	Item Number	Description	Price	Ext. Price
		Attn: Pam Tucker		
		Erate 2015 - WIRELESS INFRASTRUCTURE		
		Virtual Wireless Controller - To Be Shared by All School Locations		
		•		
1.00	WS-V2110-9-NAM	Extreme Networks V2110 V9 Virtual Appliance FCC Regulatory Domain	\$1,600.00	\$1,600.00
4.00	WS-APCAP-16	Enterasys 16 AP Capacity Upgrade	\$910.00	\$3,640.00
12.00	SERV-NETWORK05	Wireless Configuration/Training of Controller - Turnkey	\$110.00	\$1,320.00
	cs DCS, Inc.		Subtotal	\$6,560.00
P.O. Box Starkville	80264 , MS 39759	, )	Discount	\$0.00
Office: (60	62) 323-9484	La Hall	Freight	\$0.00
Fax: (662	) 461-0171 —	The state of the s	Tax	\$0.00

Date: 02/04/2015

Page 1 of 1



To:

Leake County School District 123 Main Street P.O. Box 478 Carthage, MS 39051 Contact: Pam Tucker (Ph:) (601) 267-8667 Ext. 0000

#### From:

Sales Account Manager

Kay Hall

Office: (601) 420-3477 Ext. 120 Mobile: (662) 295-0430

Email: khall@synergeticsdcs.com

Inside Sales Representative

Kathryn Eddy

Office: (662) 323-9484 ext. 109 Email: keddy@synergeticsdcs.com

Qty	Item Number	Description	Price	Ext. Price
		Attn: Pam Tucker		
		Erate 2015 - WIRELESS INFRASTRUCTURE		
		Leake Central Elementary School		
		Extreme Wireless Access Points - 802.11AC/ABGN 3x3:3		
16.00	WS-AP3825I	Extreme Networks identiFi AP3825i Indoor Access Point with internal antennas	\$275.00	\$4,400.0
10.00	SERV-CABLING04	Installation of Access Points	\$65.00	\$650.0
8.00	SERV-NETWORK05	Network Configuration and Training of Wireless Network - Turnkey	\$110.00	\$880.0
nergetics	s DCS, Inc.		Subtotal	\$5,930.0
D. Box 80	0264 MS 39759	, 7	Discount	\$0.0
	2) 323-9484	La Hall	Freight	\$0.0
	461-0171 —	9\U-x "	Tax	\$0.

Date: 02/04/2015

Page 1 of 1



To:

Leake County School District 123 Main Street P.O. Box 478 Carthage, MS 39051 Contact: Pam Tucker (Ph:) (601) 267-8667 Ext. 0000

#### From:

Sales Account Manager

Kay Hall

Office: (601) 420-3477 Ext. 120 Mobile: (662) 295-0430

Email: khall@synergeticsdcs.com

Inside Sales Representative

Kathryn Eddy

Office: (662) 323-9484 ext. 109 Email: keddy@synergeticsdcs.com

Qty	Item Number	Description	Price	Ext. Price
		Attn: Pam Tucker		
		Erate 2015 - WIRELESS INFRASTRUCTURE		
		Leake Central Junior High School		
		Extreme Wireless Access Points - 802.11AC/ABGN 3x3:3		
10.00	WS-AP3825I	Extreme Networks identiFi AP3825i Indoor Access Point with internal antennas	\$275.00	\$2,750.00
6.00	SERV-CABLING04	Installation of Access Points	\$65.00	\$390.00
8.00	SERV-NETWORK05	Network Configuration and Training of Wireless Network - Turnkey	\$110.00	\$880.00
	cs DCS, Inc.		Subtotal	\$4,020.00
D. Box 8	80264 MS 39759	, )	Discount	\$0.00
41 IV V III C.	IVIO OUTOU	1 / 1 - 0 //	Freight	\$0.00

Fax: (662) 461-0171

Date: 02/04/2015

Page 1 of 1



To:

Leake County School District 123 Main Street P.O. Box 478 Carthage, MS 39051 Contact: Pam Tucker (Ph:) (601) 267-8667 Ext. 0000

#### From:

Sales Account Manager

Kay Hall

Office: (601) 420-3477 Ext. 120 Mobile: (662) 295-0430

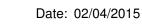
Email: khall@synergeticsdcs.com

Inside Sales Representative

Kathryn Eddy

Office: (662) 323-9484 ext. 109 Email: keddy@synergeticsdcs.com

Qty	Item Number	Description	Price	Ext. Price
		Attn: Pam Tucker		
		Erate 2015 - WIRELESS INFRASTRUCTURE		
		Leake Central High School		
		Extreme Wireless Access Points - 802.11AC/ABGN 3x3:3		
17.00	WS-AP3825I	Extreme Networks identiFi AP3825i Indoor Access Point with internal antennas	\$275.00	\$4,675.00
10.00	SERV-CABLING04	Installation of Access Points	\$65.00	\$650.00
8.00	SERV-NETWORK05	Network Configuration and Training of Wireless Network - Turnkey	\$110.00	\$880.00
O. Box		)	Subtotal Discount	\$6,205.00 \$0.00
Starkville	, MS 39759 62) 323-9484	1/ $1/$ $1/$ $1/$	Freight	\$0.00
	62) 323-9484 ) 461-0171	May Hum	Tax	\$0.00
, -	,	' \ ( )	Total	ФС 00F 00



Page 1 of 1



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Leake County School District 123 Main Street P.O. Box 478 Carthage, MS 39051 Contact: Pam Tucker (Ph:) (601) 267-8667 Ext. 0000

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Email: khall@synergeticsdcs.com

Inside Sales Representative

Kathryn Eddy

Office: (662) 323-9484 ext. 109 Email: keddy@synergeticsdcs.com

Attn: Pam Tucker		
Erate 2015 - WIRELESS INFRASTRUCTURE		
Leake County Elementary School		
Extreme Wireless Access Points - 802.11AC/ABGN 3x3:3		
Point with internal antennas	275.00	\$1,650.00
4.00 SERV-CABLING04 Installation of Access Points \$	65.00	\$260.00
4.00 SERV-NETWORK05 Network Configuration and Training of Wireless Network - Turnkey	110.00	\$440.00
Synergetics DCS, Inc.  Subtota	al	\$2,350.00
P.O. Box 80264		\$0.00
Starkville, MS 39759 Office: (662) 323-9484		\$0.00
Fax: (662) 461-0171		\$0.00

Date: 02/04/2015

Page 1 of 1



To:

Leake County School District 123 Main Street P.O. Box 478 Carthage, MS 39051 Contact: Pam Tucker (Ph:) (601) 267-8667 Ext. 0000

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Email: khall@synergeticsdcs.com

Inside Sales Representative

Kathryn Eddy

Office: (662) 323-9484 ext. 109 Email: keddy@synergeticsdcs.com

5.00 WS-AP3825I Extr Poi 4.00 SERV-CABLING04 Inst 4.00 SERV-NETWORK05 Net	te 2015 - WIRELESS INFRASTRUCTURE tke County Career and Technical Centerl reme Wireless Access Points - 802.11AC/ABGN 3x3:3 teme Networks identifi AP3825i Indoor Access t with internal antennas tillation of Access Points tork Configuration and Training of Wireless tork - Turnkey	\$275.00 \$65.00 \$110.00	\$1,375.0 \$260.0 \$440.0
5.00 WS-AP3825I Ext Poi 4.00 SERV-CABLING04 Inst 4.00 SERV-NETWORK05 Net	ke County Career and Technical Centerl reme Wireless Access Points - 802.11AC/ABGN 3x3:3 reme Networks identiFi AP3825i Indoor Access t with internal antennas illation of Access Points rork Configuration and Training of Wireless	\$65.00	\$260.0
5.00 WS-AP3825I Ext Poi 4.00 SERV-CABLING04 Inst 4.00 SERV-NETWORK05 Net	reme Wireless Access Points - 802.11AC/ABGN 3x3:3  eme Networks identiFi AP3825i Indoor Access t with internal antennas illation of Access Points ork Configuration and Training of Wireless	\$65.00	\$260.0
5.00 WS-AP3825I Ext Poi 4.00 SERV-CABLING04 Inst 4.00 SERV-NETWORK05 Net	eme Networks identiFi AP3825i Indoor Access t with internal antennas illation of Access Points ork Configuration and Training of Wireless	\$65.00	\$260.0
4.00 SERV-CABLING04 Inst 4.00 SERV-NETWORK05 Net	t with internal antennas Illation of Access Points ork Configuration and Training of Wireless	\$65.00	\$260.0
4.00 SERV-NETWORK05 Net	ork Configuration and Training of Wireless		
	ork Configuration and Training of Wireless ork - Turnkey	\$110.00	\$440.
nergetics DCS, Inc.		Subtotal	\$2,075.0
D. Box 80264 arkville, MS 39759		Discount Freight	\$0.0
ice: (662) 323-9484			\$0.0 \$0.0

Total \$2,075.00

Date: 02/04/2015

Page 1 of 1



To:

Leake County School District 123 Main Street P.O. Box 478 Carthage, MS 39051 Contact: Pam Tucker (Ph:) (601) 267-8667 Ext. 0000

#### From:

Sales Account Manager

Kay Hall

Office: (601) 420-3477 Ext. 120 Mobile: (662) 295-0430

Email: khall@synergeticsdcs.com

Inside Sales Representative

Kathryn Eddy

Office: (662) 323-9484 ext. 109 Email: keddy@synergeticsdcs.com

Qty	Item Number	Description	Price	Ext. Price
		Attn: Pam Tucker		
		Erate 2015 - WIRELESS INFRASTRUCTURE		
		Leake County High School		
		Extreme Wireless Access Points - 802.11AC/ABGN 3x3:3		
10.00	WS-AP3825I	Extreme Networks identiFi AP3825i Indoor Access Point with internal antennas	\$275.00	\$2,750.00
6.00	SERV-CABLING04	Installation of Access Points	\$65.00	\$390.00
8.00	SERV-NETWORK05	Network Configuration and Training of Wireless Network - Turnkey	\$110.00	\$880.00
Svneraeti	cs DCS, Inc.		Subtotal	\$4,020.00
P.O. Box	80264	)	Discount	\$0.00
Starkville,	, MS 39759 62) 323-9484	1/ $1/$ $1/$ $1/$	Freight	\$0.00
	) 461-0171 —	Hay Hum	Tax	\$0.00

Total \$4,020.00

**EXHIBIT 5** 5/2/2018 FCC Form 471 #1038199



## FCC Form 471 Number 1038199

Funding Year 2015

### Retrieved from USAC on: 1/12/2016 10:02 AM CST

LEAKE COUNTY SCHOOL Applicant:

DISTRICT

**Billed Entity** 

Nickname:

Number:

128612

Wireless

Sites: 11

Date Submitted: 4/13/2015 02:57:02 PM CDT

**Funding Year:** 

**Application** 

Number:

Funding Category: Category Two

2015

1038199

**Funding Requests:** 

**Date Certified:** 4/13/2015 02:57:49 PM

CDT

Application Version: Original Form Data\*

## **Billed Entity Information**

### **Billed Entity**

Applicant: LEAKE COUNTY SCHOOL DISTRICT

**Billed Entity Number:** 128612

Address: 123 MAIN STREET, PO DRAWER 478

CARTHAGE, MS 39051

Phone: (601) 267-4579

(601) 267-5283 Fax:

FCC Registration Number: 0012184677

Application Type: District

Recipients of Service: **Public** 

<sup>\*</sup>Current form data is not available until a funding commitment decision has been made and an FCDL has been sent to the applicant.

### **Contact Information**

Contact Name: Pamela Tucker

Address: 703 Northwest Street

Carthage, MS 39051

**Phone:** (601) 267-8442 207

Fax: (601) 267-5150

E-mail: <a href="mailto:ptucker@leakesd.org">ptucker@leakesd.org</a>

**Holiday / Summer Contact:** 

601-416-0981 Cell

### **Correspondence Information**

Correspondence Address: Contact Address

Correspondence Person: Pamela Tucker

### **Discount Calculation**

### **LEAKE COUNTY SCHOOL DISTRICT (BEN 128612)**

Total Students Enrolled in District: 2,966 Total NSLP Students for District: 2,639

Percentage of Students Eligible for NSLP in District: 88.98% Category Two Discount Rate: 85%

Urban / Rural: Rural

### **DISTRICT OFFICE (BEN 16023620)**

NCES Code: 280252000000

State LEA Id: 4000 State School Id: 001

**C2 Discount Percent:** 85% Non-Instructional Facility (NIF)

### **TITLE 1 (BEN 16023621)**

NCES Code: 280252000000

State LEA Id: 4000 State School Id: 099

**C2 Discount Percent:** 85% Non-Instructional Facility (NIF)

### **BUS BARN (BEN 16023624)**

NCES Code: 280252000000

State LEA Id: 4000 State School Id: 080

**C2 Discount Percent:** 85% Non-Instructional Facility (NIF)

### **LEAKE COUNTY SCHOOL DIST SPED AND FOOD SERVICES (BEN 16021646)**

NCES Code: 280252000000

State LEA Id: 4000 State School Id: 092

**C2 Discount Percent:** 85% Non-Instructional Facility (NIF)

### **MAINTENANCE BUILDING (BEN 16067151)**

NCES Code: 280252000000

State LEA Id: 4000 State School Id: 085

**C2 Discount Percent:** 85% Non-Instructional Facility (NIF) **LEAKE CENTRAL JUNION HIGH SCHOOL (BEN 43176)** 

Urban / Rural: Rural NCES Code: 2825201119

State LEA Id: 4000 State School Id: 006

Enrolled Students: 487 NSLP Students: 432 NSLP Percentage: 88.71%

Full/Part-Time 487 Pre-Discount C2 \$73.050.00 Post-Discount C2 \$62.092.50

Students: Budget: Budget:

C2 Discount Percent: 85%

**LEAKE COUNTY CAREER & TECHNICAL CENTER (BEN 43175)** 

Urban / Rural: Rural NCES Code: 282520238

State LEA Id: 4000 State School Id: 090

Enrolled Students: 0 NSLP Students: 0 NSLP Percentage: 0%

Full/Part-Time Students: 50 Pre-Discount C2 Budget: \$9,200.00 Post-Discount C2 Budget: \$7,820.00

C2 Discount Percent: 85%

**LEAKE COUNTY HIGH SCHOOL (BEN 43381)** 

Urban / Rural: Rural NCES Code: 282520490

State LEA Id: 4000 State School Id: 016

**Enrolled Students:** 291 NSLP Students: 265 NSLP Percentage: 91.07%

Full/Part-Time 291 Pre-Discount C2 \$43,650.00 Post-Discount C2 \$37,102.50

Students: Budget: Budget:

C2 Discount Percent: 85%

**LEAKE COUNTY ELEMENTARY SCHOOL (BEN 43384)** 

Urban / Rural: Rural NCES Code: 2825201120

State LEA Id: 4000 State School Id: 014

Enrolled Students: 465 NSLP Students: 423 NSLP Percentage: 90.97%

Full/Part-Time 465 Pre-Discount C2 \$69.750.00 Post-Discount C2 \$59.287.50

Students: Budget: Budget:

C2 Discount Percent: 85%

**LEAKE CENTRAL ELEMENTARY SCHOOL (BEN 43179)** 

Urban / Rural: Rural NCES Code: 2825201118

State LEA Id: 4000 State School Id: 002

Enrolled Students: 1,154 NSLP Students: 1,053 NSLP Percentage: 91.25%

 Full/Part-Time
 1,154
 Pre-Discount C2
 \$173,100.00
 Post-Discount C2
 \$147,135.00

Students: Budget: Budget:

C2 Discount Percent: 85%

**LEAKE CENTRAL HIGH SCHOOL (BEN 43177)** 

Urban / Rural: Rural NCES Code: 282520487

State LEA Id: 4000 State School Id: 004

Enrolled Students: 569 NSLP Students: 466 NSLP Percentage: 81.9%

Full/Part-Time 569 Pre-Discount C2 \$85,350.00 Post-Discount C2 \$72,547.50

Students: Budget: Budget:

C2 Discount Percent: 85%

## **Connectivity Survey**

Does the school district (or school, if not part of a district) have Internet access of	
less than 100 Mbps per 1,000 users (students and staff)	
at least 100 Mbps per 1,000 users but less than 1Gbps per 1,000 users	
at least 1 Gbps per 1,000 users	
How many of the schools in the school district have Wide Area Networking connections that are scalable <b>6</b>	to 10 Gbps?
How many schools in your school district have LAN/WLAN capacity and coverage:	
1. Completely sufficient to support the educational or library activities conducted here:	0
2. Mostly sufficient to support the educational or library activities conducted here:	0
3. Sometimes sufficient to support the educational or library activities conducted here:	6
4. Rarely sufficient to support the educational or library activities conducted here:	0
5. Not sufficient to support the educational or library activities conducted here:	0
For those schools and libraries that do not have sufficient LAN/WLAN capacity and coverage to support the objectives or library activities conducted at that location, is the reason (check all that apply):	ne educational
Equipment too costly	
Installation too costly	
Broadband connection speed to building is too slow	
Inadequate local area network (LAN) services/internal networks and wiring	
Outdated equipment	
Lack of training and technical support	
Inconsistent service/frequent outages and down time	
Physical structure or layout of building(s)	
Other:	
Funding Requests	

<b>Funding Req</b>	uest Number:	2826991		
Wireless				
Wireless access p	points to provide inten	net access to students and cla	ssrooms	
Service Type:	Internal Connect	ions		
Form 470:	378920001293023			
Service Provider:	Synergetics Diversif	ied Computer Services, Inc		
SPIN:	143004683			
Contract De	tails			
Contract Number:	n/a	Covered by Master Contract	? No	
Contract Award Da	ate: 03/06/2015	Service Start Date:	07/01/2015	

Contract Expiration Date: 06/30/2016

**Billing Account Numbers:** 

### Funding Request Summary

### **Monthly Charges**

Total Charges:	\$0.00
Ineligible Charges:	- \$0.00
Eligible Monthly Charges:	\$0.00
Months of Service:	x11
Eligible Pre-Discount Amount:	\$0.00

### **One-time Charges**

Total Charges:	\$31,160.00				
Ineligible Charges:	- \$0.00				
Eligible Pre-Discount Amount:	\$31,160.00				

### **Total Requested Amount**

Total Pre-Discount Amount:	\$31,160.00			
Discount Rate:	x 85%			
Funding Commitment Request:	\$26,486.00			

### Item 21 Details

### 1: Wireless Data Distribution

Product Type: Access Point Quantity: 65 Each

Make: Extreme Networks Model: Extreme Networks IdentiFI AP3825i

Lease Agreement: No

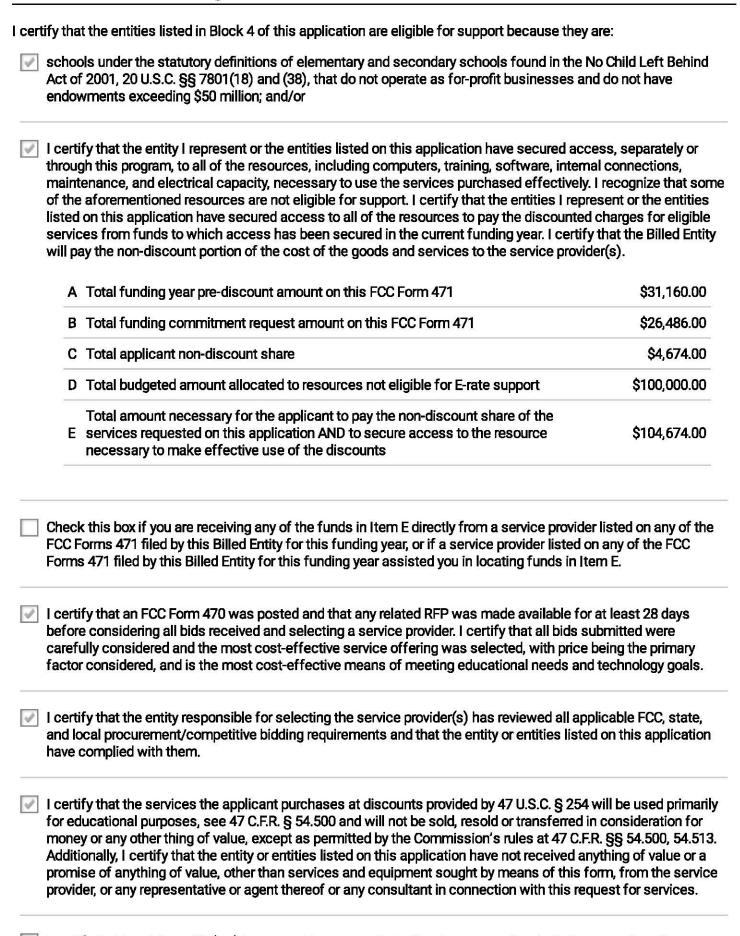
### Recipients

Name	BEN	Cost Allocation
LEAKE COUNTY CAREER & TECHNICAL CENTER	43175	\$3,168.30
LEAKE CENTRAL JUNION HIGH SCHOOL	43176	\$5,113.34
LEAKE CENTRAL HIGH SCHOOL	43177	\$7,298.34
LEAKE CENTRAL ELEMENTARY SCHOOL	43179	\$7,023.34
LEAKE COUNTY HIGH SCHOOL	43381	\$5,113.34
LEAKE COUNTY ELEMENTARY SCHOOL	43384	\$3,443.34

### Charges

Eligible Monthly Charges:	+ \$0.00
Ineligible Monthly Charges:	- \$0.00
Eligible One-time Charges:	+ \$31,160.00
Ineligible One-time Charges:	- \$0.00
Extended Cost:	\$31,160.00

### **Certifications & Signatures**



I certify that I and the entity(ies) I represent have complied with all program rules, including recordkeeping

requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

- I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification), after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fne or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fne or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).
- I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this FCC Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

### **Authorized Person**

Name: Patrick Posey

**Title:** Superintendent of Education

Address: P.O. Drawer 478

123 E. Main Street Carthage, MS 39051

**Phone:** (601) 267-4579

Fax: (601) 267-5283

E-mail: pposey@leakesd.org

**Employer:** Leake County School District

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### **EXHIBIT 6**

Item 21b - Internal Connections -	Item 21b - Internal Connections - Version 15.1										
Type of Internal Connections	Type of Product	Quantity	Units	Make	Make - Other		Lease or Non- Purchase Arrangement	Recurring	Monthly Recurring Ineligible Cost		One-time Ineligible Cost
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Category 2 Internal C	egory 2 Internal Connections - Version 16.3													
										Identify the Mo				
Reference Number	Type of Internal	Installation	Type of Product	Make	Enter the Make (If Other)	Model	Lease or Non-	Monthly Recurring Unit	Monthly Recurring Unit	Estimated Monthly				
	Connection	Included in					Purchase	Costs	Ineligible Costs	Recurring Unit				
		Price?				a	Agreement?			Eligible Costs				
For Reference only -	Required	Required	Required	Required	Required if "Other" is	Required	Required	Required	Required	For Reference only -				
Not Imported					selected as Make					Not Imported				



Invoice	INV-027282
Date	12/30/2015
Page	1

Leake County School District 704 N. Jordan Street P.O. Box 478 Carthage MS 39051

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase Order No.		Customer ID Salesperson II			n ID	Shipping Method Payment Ter			eq Sh	ip Date	Master No.
46565		LEA001		KHALL GROUND Net 30			11/2015		47,947		
Ordered	Shipped	B/O	Item Numb	er	Desc	cription	Discount		Init Price	Ext. Price	
1	1	0	*		Attn:	Pam Tucker		\$0.	00	\$0.00	\$0.00
1	1	0	*		FRN	# 2826991; 471# 10381	99 - Erate 2015	\$0.	00	\$0.00	\$0.00
1	1	0	*		Leak	e County High School -	Wireless	\$0.	00	\$0.00	\$0.00
1	1	0	*		Extre	eme Wireless Access Po	oints - 802.11AC	\$0.	00	\$0.00	I .
10	10	0	WS-AP382		Extre	eme Networks identiFi A	P3825i Indoor	\$0.	00	\$275.00	\$2,750.00
			152123140			1					
			152123620	85J		1					
			152124600	85J		1					
			152124620	85J		1					
			152123420			1					
			152124200			1					
			152124190			1					
			152124150			1					
			152123490			1					
			152123170			1					
6.00	6.00		SERV-CAB			llation of Access Points		\$0.		\$65.00	
8.00	8.00	0.00	SERV-NET	WORK05	Netw	ork Configuration and T	raining of Wir	\$0.		\$110.00	
1	1	0	*					\$0.		\$0.00	
1	1	0	*			e County Career and Te	echnical Centerl	\$0.		\$0.00	· ·
1	1	0	*		Less	85% Erate Discount		\$0.	00	\$0.00	\$0.00

STK Office

Subtotal	\$4,020.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
<b>Trade Discount</b>	\$3,417.00
Total	\$603.00



Invoice	INV-027282SLD
Date	12/30/2015
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SLD-Service Provider Invoice Lawrence KS 66046

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase Order No.		Customer ID		stomer ID Salesperson ID Shipping Method Paym		Payment Ter	ms	Req Ship Date		Master No.	
LEAKE CO		SLD001		LCOX GROUND Net 30		12/30/			53,70		
Ordered	Shipped	B/O	Item Num	ber	Desc	cription	•	Disco	unt	Unit Price	Ext. Price
1	1	1	*			e Co Schools			\$0.00	\$0.0	
1	1	0	*		Leak	e Co HS Wireless			\$0.00	\$0.0	\$0.00
1	1	0	*		471	1038199, FRN 2826991			\$0.00	\$0.0	\$0.00
1	1	0	SLD001		SLD	Network H/W S/W			\$0.00	\$2,750.0	\$2,750.00
1.00	1.00		SLD005			Structured Cabling Sales	Service		\$0.00	\$390.0	
1.00	1.00	0.00	SLD004			Network Service Sales			\$0.00	\$880.0	
1	1	0	*		Less	15% paid by the school			\$0.00	\$0.0	\$0.00

Subtotal	\$4,020.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$603.00
Total	\$3,417.00



Invoice	INV-027280
Date	12/30/2015
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Leake County School District 704 N. Jordan Street P.O. Box 478 Carthage MS 39051

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase O		Customer ID	)	Salesperson I	D	Shipping Method	Payment Terr	ms Re	g Ship Date	Vlaster No.
46566		LEA001		KHALL		GROUND	Net 30	9/1	1/2015	47,949
Ordered	Shipped	B/O	Item Num	ber	Desc	cription		Discount	Unit Price	Ext. Price
1	1	0	*		Attn:	Pam Tucker		\$0.0	0 \$0.00	
1	1	0	*		1	e 2015 - FRN#2826991; 4		\$0.0		
1	1	0	*			e County Career and Tec		\$0.0		
1	1	0	*			eme Wireless Access Poir		\$0.0		
5	5	0	WS-AP38		Extre	eme Networks identiFi AP	3825i Indoor	\$0.0	0 \$275.00	\$1,375.00
		1	15220042			1				
			15220035			1				
			15212345			1				
			15201837			1				
			15220084			1				
4.00	4.00	1	SERV-CA			llation of Access Points		\$0.0		
4.00	4.00	0.00	SERV-NE	TWORK05		ork Configuration and Tra	ining of Wir	\$0.0		
1	1	0	*		Less	85% Erate Discount		\$0.0	0 \$0.00	\$0.00
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STK Office

Subtotal	\$2,075.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$1,763.75
Total	\$311.25



Invoice	INV-027280SLD
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SLD-Service Provider Invoice Lawrence KS 66046

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase Order No.		Customer ID		stomer ID Salesperson ID Shipping Method		Payment Terms		s Req Ship Date		Master No.	
LEAKE CO		SLD001		LCOX GROUND Net 30		12/30/2015			53,703		
Ordered	Shipped	В/О	Item Num	ber Description			Discou	ınt	Unit Price	Ext. Price	
1	1					e Co Schools			\$0.00	\$0.00	
1	1	0	*		Erate	e 215 Leake Co Career a	and Technical C	:	\$0.00	\$0.00	\$0.00
1	1	0	*		471 ·	1038199. FRN 2826991		;	\$0.00	\$0.00	\$0.00
1	1	0	SLD001		SLD	Network H/W S/W		;	\$0.00	\$1,375.00	\$1,375.00
1.00	1.00	0.00	SLD005		SLD	Structured Cabling Sales	s Service	;	\$0.00	\$260.00	\$260.00
1.00	1.00	0.00	SLD004		SLD	Network Service Sales		;	\$0.00	\$440.00	\$440.00
1	1	0	*		Less	15% paid by the school		,	\$0.00	\$0.00	\$0.00
	I		1					ı		1	1

Subtotal	\$2,075.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$311.25
Total	\$1,763.75



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Date	12/30/2015
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Leake County School District 704 N. Jordan Street P.O. Box 478 Carthage MS 39051

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase C	order No	Customer II		Salesperson II	1	Shipping Method	Payment Terr	ms Re	q Ship Date	Master No.
46563	naor No.	LEA001	ASSELLED SHOW ASSECTS AND ASSECT	KHALL		GROUND	Net 30		1/2015	47,950
Ordered	Shipped	B/O	Item Num	ber	Desc	cription	a data seria	Discount	Unit Price	Ext. Price
1	1	0	*			Pam Tucker		\$0.0		
1	1	0	*		Erate	e 2015 - FRN#2826991; 4	71#1038199	\$0.0	0 \$0.0	00 \$0.00
1	1	0	*		Leak	e County Elementary Sch	nool - Wireless	\$0.0	0 \$0.0	00 \$0.00
1	1	0.	*		Extre	eme Wireless Access Poir	nts - 802.11AC	\$0.0	\$0.0	00 \$0.00
6	6	0	WS-AP38		Extre	eme Networks identiFi AP	3825i Indoor	\$0.0	0 \$275.0	00 \$1,650.00
			15200244			1				
			15201838			1				
			15201940			1				
		"	15212527			1				
		2.	15220484			1				
4.00	4.00	0.00	15200251		lasta	l Hatian of Assess Dates				
4.00	4.00 4.00	0.00	SERV-CA	TWORK05		llation of Access Points	inin	\$0.0		
4.00	4.00	0.00	*	IWORKUS		ork Configuration and Tra 85% Erate Discount	aining of vvir	\$0.0 \$0.0		
,	1	٩			Less	65% Erate Discount		\$0.0	\$0.0	\$0.00
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STK Office

Subtotal	\$2,350.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$1,997.50
Total	\$352.50



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SLD-Service Provider Invoice Lawrence KS 66046

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase Order No.		Salesperson II	)	Shipping Method	Payment Ter	ms	Reg	Ship Date	Master No.		
LEAKE CO		SLD001		LCOX		GROUND	Net 30			/2015	53,627
Ordered	Shipped	В/О	Item Num	ber	Desc	cription	•	Discou	unt	Unit Price	Ext. Price
1	1	0	*		Leak	e Co Schools			\$0.00	\$0.00	
1	1	0	*		Erate	2015 - Leake Co Eleme	entary Wireless	:	\$0.00	\$0.00	\$0.00
1	1	0	*		471 ·	1038199, FRN 2826991		:	\$0.00	\$0.00	\$0.00
1	1	0	SLD001		SLD	Network H/W S/W			\$0.00	\$1,650.00	\$1,650.00
1.00	1.00		SLD005			Structured Cabling Sales	Service		\$0.00	\$260.00	
1.00	1.00		SLD004			Network Service Sales		1	\$0.00	\$440.00	
1	1	0	*		Less	15% paid by the school			\$0.00	\$0.00	\$0.00

Subtotal	\$2,350.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$352.50
Total	\$1,997.50



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Leake County School District 704 N. Jordan Street P.O. Box 478 Carthage MS 39051

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

		ga.									
Purchase C	rder No.	Customer II	)	Salesperson II	)	Shipping Method	Payment Terr	ms			Master No.
46562		LEA001		KHALL		GROUND	Net 30		9/11/2	2015	47,951
Ordered	Shipped	B/O	Item Num	ber		ription		Discou		Unit Price	Ext. Price
1	1	0	*			Pam Tucker			\$0.00	\$0.00	
1	1	0	*			e 2015 - FRN#2826991; 4			\$0.00	\$0.00	
1	1	0	*			e Central High School - V			\$0.00	\$0.00	
1	1	0	*			eme Wireless Access Poir			\$0.00	\$0.00	
17	17	0	WS-AP38		Extre	eme Networks identiFi AP	3825i Indoor		\$0.00	\$275.00	\$4,675.00
		-	15220060			1					
			15220102			1					
			15220017			1					
			15212367			1					
			15212370	1 1000000		1					
		Prof.	15212369 15211782			1					
			15211762			1					
		1	15212103			1					
		1	15220509			1					
		) t	15220470			1					
		1	15211783			1					
			15212483			1					
		£	15212094			1					
			15220442			1					
			15212354	085J		1					
3			15212310	085J		1					
10.00	10.00	0.00	SERV-CA	BLING04	Insta	llation of Access Points		9	0.00	\$65.00	\$650.00
8.00	8.00	0.00	SERV-NE	TWORK05		ork Configuration and Tra	aining of Wir		0.00	\$110.00	
1	1	0	*			85% Erate Discount			0.00	\$0.00	\$0.00
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STK Office

Subtotal	\$6,205.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$5,274.25
Total	\$930.75



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SLD-Service Provider Invoice Lawrence KS 66046

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase Order No.		Salesperson II	D	Shipping Method	Payment Ter	Payment Terms Re		Ship Date	Master No.	Master No.		
	AKE CO SCHOOLS		LCOX			GROUND	Net 30			/2015		3,704
Ordered	Shipped	В/О	Item Num	ber	Desc	cription		Discou	unt	Unit Price	Ext. Price	
1	1	<del>-</del>				te Co Schools			\$0.00	\$0.0		0.00
1	1	0	*		Erate	e 2015 Central High Scho	ool Wireless		\$0.00	\$0.0	0 \$	0.00
1	1	0	*		471	1038199, FRN 2826991			\$0.00	\$0.0	0 \$6	0.00
1	1	0	SLD001		SLD	Network H/W S/W			\$0.00	\$4,675.0	0 \$4,67	5.00
1.00	1.00	0.00	SLD005		SLD	Structured Cabling Sales	s Service		\$0.00	\$650.0	0 \$650	0.00
1.00	1.00	0.00	SLD004		SLD	Network Service Sales			\$0.00	\$880.0	0 \$88	0.00
1	1	0	*		Less	15% paid by the school			\$0.00	\$0.0	0 \$(	0.00

Subtotal	\$6,205.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$930.75
Total	\$5,274.25



Invoice	INV-027233
Date	12/30/2015
Page	1

Leake County School District 704 N. Jordan Street P.O. Box 478 Carthage MS 39051

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase C	rder No.	Customer ID	)	Salesperson	ID	Shipping Method	Payment Terr	ms Re	Ship Date	Master No.
46564		LEA001		KHALL		GROUND	Net 30		1/2015	47,952
Ordered	Shipped	B/O	Item Num	ber	Desc	cription		Discount	Unit Price	Ext. Price
1	1	0	*		Attn:	Pam Tucker		\$0.0	\$0.00	\$0.00
1	1	0	*		Erate	e 2015 - FRN#2826991; 4	471#1038199	\$0.0	\$0.00	\$0.00
1	1	0	*		Leak	ce Central Junior High Sc	hool - Wirele	\$0.0	\$0.00	\$0.00
1	1	0	*		Extre	eme Wireless Access Po	ints - 802.11AC	\$0.0	\$0.00	\$0.00
10	10	0	WS-AP38		Extre	eme Networks identiFi AF	23825i Indoor	\$0.0	\$275.00	\$2,750.00
			15220083			1				
			15220126			1				
			15220041			1				
			15201933			1				
			15202745			1				
		1	15212312			1				
			15201934 15201845			1				1
			15201949			1				
		1	15201949			1				
6.00	6.00	0.00	SERV-CA		Incto	Illation of Access Points		600	¢65.00	#200.00
8.00	8.00	0.00		TWORK05		ork Configuration and Tr	cining of \\/ir	\$0.0 \$0.0		
1	0.00	0.00	*	TVORKOS		85% Erate Discount	alliling of vvii	\$0.0		
		O,			Less	65% Erate Discount		\$0.0	\$0.00	\$0.00
		4								
		Lynd								
		1								
		9								
		7								

STK Office

Subtotal	\$4,020.00
Misc	\$0.00
Tax	\$0.00
Misc Tax Freight	\$0.00
Trade Discount	\$3,417.00
Total	\$603.00



Invoice	INV-027233SLD
Date	12/30/2015
Page	1

SLD-Service Provider Invoice Lawrence KS 66046

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase C	rder No.	Customer II		Salesperson ID	)	Shipping Method	Payment Ter	ms	ns Req Ship Date		Master No.
LEAKE CO		SLD001		LCOX		GROUND			53,624		
Ordered	Shipped	В/О	Item Num	ber	Desc	cription	•	Discou	unt	Unit Price	Ext. Price
1	1					e Co Schools			\$0.00	\$0.00	
1	1	0	*		Erate	e 2015 Leake Central Jr.	High Wireles		\$0.00	\$0.00	\$0.00
1	1	0	*		471	1038199, FRN 2826991			\$0.00	\$0.00	\$0.00
1	1	0	SLD001		SLD	Network H/W S/W			\$0.00	\$2,750.00	\$2,750.00
1.00	1.00	0.00	SLD005		SLD	Structured Cabling Sales	Service		\$0.00	\$390.00	\$390.00
1.00	1.00	0.00	SLD004		SLD	Network Service Sales			\$0.00	\$880.00	\$880.00
1	1	0	*		Less	15% paid by the school			\$0.00	\$0.00	\$0.00
	1	1									

Subtotal	\$4,020.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$603.00
Total	\$3,417.00



Invoice	INV-027230
Date	12/30/2015
Page	1

Leake County School District 704 N. Jordan Street P.O. Box 478 Carthage MS 39051

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase C	rder No.	Customer ID		Salesperson I	D	Shipping Method	Payment Terr	ms	Req	Ship Date	Master No.
46561		LEA001		KHALL		GROUND	Net 30		9/11/2	2015	47,953
Ordered	Shipped	B/O	Item Num	ber	Desc	ription		Discou	ınt	Unit Price	Ext. Price
1	1	0	*			Pam Tucker			\$0.00	\$0.00	\$0.00
1	1	0	*			e 2015 - FRN#2826991; 4			\$0.00	\$0.00	\$0.00
1	1	0	*			e Central Elementary Sch			\$0.00	\$0.00	\$0.00
1	1	0	*			eme Wireless Access Poi			\$0.00	\$0.00	\$0.00
16	16	0,	WS-AP382		Extre	eme Networks identiFi AP	3825i Indoor		\$0.00	\$275.00	\$4,400.00
			152200260			1					
		8.	152200860			1					
		-	152124020			1					
			152115180			1					
		8	152201210			1					
		76. da	152117840			1					
1			152123430 152117850			1					
			152202090			1					
		1	152202090			1					
		4	152027990			1					
		1	152202420			1					
		1	152023140			1					
		*	152016200			1					
		*	152203810			1					
		-	152204880			1					
10.00	10.00	0.00	SERV-CAE	BLING04	Insta	llation of Access Points		9	\$0.00	\$65.00	\$650.00
8.00	8.00	0.00	SERV-NET			ork Configuration and Tra	aining of Wir		\$0.00	\$110.00	\$880.00
1	1	0	*			85% Erate Discount			\$0.00	\$0.00	\$0.00
		12						)	, , , ,	40.00	
		1.									
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STK Office

Subtotal	\$5,930.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$5,040.50
Total	\$889.50



Invoice	INV-027230SLD
Date	12/30/2015
Page	1

SLD-Service Provider Invoice Lawrence KS 66046

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase C	rder No.	Customer II	)	Salesperson ID	)	Shipping Method	Payment Ter	ms	ns Req Ship Date		Master No.
LEAKE CO		SLD001		LCOX		GROUND Net 30 12/30/2015		53,617			
Ordered	Shipped	В/О	Item Num	ber	Desc	cription	•	Discou	unt	Unit Price	Ext. Price
1	1					e Co Schools			\$0.00	\$0.0	
1	1	0	*		Year	2015 Erate Leake Centr	al Elementary		\$0.00	\$0.0	\$0.00
1	1	0	*		471 ·	1038199, FRN 2826991			\$0.00	\$0.0	\$0.00
1	1	0	SLD001		SLD	Network H/W S/W			\$0.00	\$4,400.0	\$4,400.00
1.00	1.00	0.00	SLD005		SLD	Structured Cabling Sales	Service		\$0.00	\$650.0	\$650.00
1.00	1.00	0.00	SLD004		SLD	Network Service Sales			\$0.00	\$880.0	\$880.00
1	1	0	*		Less	15% paid by the school			\$0.00	\$0.0	\$0.00
			1								

Subtotal	\$5,930.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$889.50
Total	\$5.040.50



Invoice	INV-027240
Date	12/30/2015
Page	1

Leake County School District 704 N. Jordan Street P.O. Box 478 Carthage MS 39051

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase Order No.         Customer ID         Salesperson ID         Shipping Method         Payment Terms         Req Ship Date           46560         LEA001         KHALL         GROUND         Net 30         9/11/2015           Ordered         Shipped         B/O         Item Number         Description         Discount         Unit Price           1         1         0         *         Attn: Pam Tucker         \$0.00         \$0.00           1         1         0         *         Erate 2015 - FRN#2826991; 471#1038199         \$0.00         \$0.00           1         1         0         *         Virtual Wireless Controller - To Be Share         \$0.00         \$0.00           1         1         0         *         \$0.00         \$0.00	\$0.00
Ordered         Shipped         B/O         Item Number         Description         Discount         Unit Price           1         1         0         *         Attn: Pam Tucker         \$0.00         \$0.00           1         1         0         *         Erate 2015 - FRN#2826991; 471#1038199         \$0.00         \$0.00           1         1         0         *         Virtual Wireless Controller - To Be Share         \$0.00         \$0.00	\$0.00 \$0.00
1     1     0     *     Attn: Pam Tucker     \$0.00     \$0.00       1     1     0     *     Erate 2015 - FRN#2826991; 471#1038199     \$0.00     \$0.00       1     1     0     *     Virtual Wireless Controller - To Be Share     \$0.00     \$0.00	\$0.00 \$0.00
1 1 0 * Erate 2015 - FRN#2826991; 471#1038199 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00
1 1 0 * Virtual Wireless Controller - To Be Share \$0.00 \$0.00	
	\$0.00
1 1 1 0 ** 1. \$0.00 \$0.00	
1 1 0 WS-V2110-9-NAM Extreme Networks V2110 V9 Virtual Applian \$0.00 \$1,600.00	
4 4 0 WS-APCAP-16 Enterasys 16 AP Capacity Upgrade \$0.00 \$910.00	\$3,640.00
1 1 0 *	
12.00 12.00 0.00 SERV-NETWORK05 Wireless Configuration/Training of Contro \$0.00 \$110.00	\$1,320.00
1 1 0 * Less 85% Erate Discount \$0.00 \$0.00	\$0.00

STK Office

Subtotal	\$6,560.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$5,576.00
Total	\$984.00



Invoice	INV-027240SLD
Date	12/30/2015
Page	1

SLD-Service Provider Invoice Lawrence KS 66046

# Please mail your payment to:

Synergetics DCS, Inc. Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

Purchase C	order No.	Customer ID	)	Salesperson II	D	Shipping Method	Payment Ter	rms	Reg	Ship Date	Ma	ster No.
LEAKE CO		SLD001		LCOX		GROUND	Net 30			)/2015		53,634
Ordered	Shipped	В/О	Item Num	ber	Desc	cription	•	Disco	unt	Unit Price		Ext. Price
1	1		*			e Co Schools			\$0.00	\$0.0		\$0.00
1	1	0	*		Erate	2015 - Virtual wireless	for all loc		\$0.00	\$0.0	00	\$0.00
1	1	0	*		471	1038199, FRN 2826991			\$0.00	\$0.0	00	\$0.00
1	1		SLD001			Network H/W S/W			\$0.00	\$5,240.0		\$5,240.00
1.00	1.00	0.00	SLD004		1	Network Service Sales			\$0.00	\$1,320.0		\$1,320.00
1	1	0	*		Less	15% paid by the school			\$0.00	\$0.0	00	\$0.00

Subtotal	\$6,560.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$984.00
Total	\$5,576.00

# **EXHIBIT 8**

## <u>PURCHASE AGREEMENT</u> AGREEMENT # ERATE2015-LCSD-W

This agreement is made and entered into by and between Synergetics Diversified Computer Services, Inc. of P. O. Box 80264, Starkville, Mississippi 39759, hereinafter referred to as "Synergetics", and Leake County School District, hereinafter referred to as "Client", having its primary location at 123 East Main Street, Carthage, MS 39051.

**WHEREAS**, Synergetics has reviewed the Client's Erate Eligible Equipment and/or Services needs contained within the provided Year 2014 Erate RFP/470 and is desirous of providing the Client with the needed Erate Eligible Equipment and/or Services;

**WHEREAS**, the Client has reviewed Synergetics' capabilities and is desirous of Synergetics providing the needed Erate Eligible Equipment and/or Services;

**NOW, THEREFORE,** in consideration of the promises and of the mutual covenants, conditions and agreements herein contained, the parties hereto, each intending to be legally bound, agree that the above recitals are incorporated into this Agreement and also agree as follows:

- 1.0 <u>Description of Services.</u> Beginning on the date of execution of this Agreement, Synergetics will provide the services (collectively, the "Services"), as described in Exhibit A of this document.
- **2.0** Synergetics Pricing Schedule. For services rendered, Synergetics will submit an invoice to the Client according to the terms defined in Exhibit A of this document.
- 3.0 Expense Reimbursement. Unless expressly stated otherwise, Synergetics shall bear all "out of pocket" expenses related to travel and lodging. Expenses incurred for hardware, software, etc. as required by the task being performed, shall be borne by the Client. Client shall be provided estimation of these expenses, and Client will provide permission for these expenses and agreement to pay for these expenses, prior to the expense actually being incurred.
- 4.0 Ownership. Subject to the provisions of Section 13.9, the Client shall be the sole owner of any and all installed software and hardware, network configurations, network wiring and cabling, and other equipment physically installed in conjunction with this project. Synergetics shall make no claim to the aforementioned property; however, the following provisions apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, patents, studies, reports, and research (collectively, Intellectual Property):
  - 4.1 Synergetics' Intellectual Property. Synergetics holds an interest in the Intellectual Property activities that result from this Agreement.
  - 4.2 Development of Intellectual Property. Any improvements to Intellectual Property items, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Synergetics (or Synergetics' employees, if any) during the term of this Agreement shall be the property of Synergetics.
- 5.0 Liability. Synergetics will under no circumstances be liable to the Client or any other third party for indirect, special, incidental or consequential damages, losses or expenses, including but not limited to loss of profits, loss of business opportunities, loss of goodwill, loss of records or data, or loss of equipment use, even if Synergetics is advised of such damages, losses or expenses.
- **6.0 Indemnification.** Client agrees to indemnify and hold Synergetics harmless from any claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted

against Synergetics and / or its employees that result from acts or omissions of Synergetics' and / or its employees, if any, and Synergetics' agents for any issues neither directly nor indirectly caused by Synergetics.

## 7.0 Term and Termination

- 7.1 Term. This Agreement, being entered into as of the aforementioned date, shall have service start date of July 1, 2015 and shall remain in term until September 30, 2016, at which time it may be renewed by mutual consent of the contracting parties for up to 5 years.
- 7.2 Termination. Subject to the provisions of Section 13.9, either party may terminate this Agreement at will by giving 30 days written notification to the appropriate agent listed hereunder:

If to Synergetics:

Synergetics Diversified Computer Services, Inc. P. O. Box 80264
Starkville, MS 39759
Attn: David Palmer

CEO

If to the Client:

Leake County School District 123 East Main Street Carthage, MS 39051 Attn: Patrick Posey

Superintendent

and by fulfilling their respective obligations upon termination as outlined in 7.3.

- 7.3 Obligations Upon Termination. Upon the effective date of termination of this Agreement by either party for any reason the following provisions apply:
  - (i) All sums owed by the Client to Synergetics will be immediately due and payable;
  - (ii) The Client will return to Synergetics any and all property belonging to Synergetics; and
  - (iii) Synergetics will return to the Client any and all property belonging to the Client.
- 8.0 Confidentiality. Each party acknowledges that it may from time to time receive Confidential Information from the other party. Each party agrees not to disclose such Confidential Information of the other party, except as expressly permitted herein. Each party shall prevent any unauthorized person from having access to the other party's Confidential Information, shall return any such Confidential Information to the other party at any time upon request and shall return or destroy all copies of such Confidential Information immediately after termination of this Agreement. A violation of this paragraph shall be a material violation of this Agreement.
- 9.0 Unauthorized Disclosure of Information. If it appears that either party has disclosed (or threatened to disclose) information in violation of this Agreement, the harmed party shall be entitled to an injunction to restrain the violating party from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The harmed party shall not be prohibited by this

provision from pursing other remedies, including a claim for losses and damages.

- **10.0 Confidentiality After Termination.** The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.
- 11.0 Hiring of Synergetics' Employees. Prior to the target date of the completion of this Agreement and for a period of two years after the termination of this Agreement, Client will not hire or offer to hire, either directly or indirectly, any employee of Synergetics without Synergetics' written consent. Likewise, Synergetics will not hire or offer to hire, either directly or indirectly, any employee of Client without Client's written consent.
- **12.0 Billing and Collections.** Client agrees to abide by Synergetics' Billing and Collections Policy as shown below:
  - 12.1 Synergetics will promptly render invoices to Client.
  - 12.2 Client agrees to render payment for invoices promptly.
  - 12.3 Any outstanding balance that remains unpaid beyond thirty (30) calendar days of Invoice rendering is considered past due.
  - 12.4 The client is expected to pay interest expense on the outstanding balance. A 1.5% per month interest expense accrues from the date of the invoice(s). This interest expense will not be charged if the invoice is paid within thirty (30) days. Outstanding balances older than thirty (30) days will have the interest expense added to the amount outstanding.
  - 12.5 If a balance remains unpaid for a period of ninety (90) calendar days, Synergetics may assign this overdue balance to a third party for the purpose of collecting the overdue balance.

## 13.0 Miscellaneous.

- 13.1 Notices. Notices required during the term of this Agreement if given by regular mail or electronic means generating a hard copy printout shall be deemed to have been given or made when delivered personally or placed, properly addressed and postage prepaid, in the mail of any jurisdiction or communicated by telefax or similar electronic means. All notices will be given by one party to the other at the addresses indicated in 13.2, unless change thereof previously has been given in writing to the party giving notice.
- 13.2 Amendment. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties.
- 13.3 Severability. If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and such invalid or unenforceable provision shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.
- 13.4 Wavier. Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision.
- 13.5 No Third Party Beneficiaries. The parties specifically intend and agree that no one other than the parties to this Agreement shall be deemed to be a third party beneficiary of any of the rights or obligations set forth in this Agreement.

- 13.6 Exhibits and Schedules. All exhibits and schedules to this Agreement, if any, are hereby incorporated by reference into, or made a part of, this Agreement.
- 13.7 Entire Agreement. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Agreement. This agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof. The express terms hereof control and supersede (i) all oral or written understandings of the subject matter hereof and (ii) any course of performance and/or usage of trade inconsistent with any of the terms hereof.
- 13.8 Applicable Law. The Agreement shall be governed by the laws of the State of Mississippi.
- 13.9 Funding Contingency. If this Agreement is to be funded using E-rate discounts, the entire Agreement is contingent upon the Client receiving the requested E-rate funding provided by the Universal Service Fund, of which the fund administrator is the Schools and Libraries Division of the Universal Service Administrative Company. Both contractual parties will honor the decision of the Schools and Libraries Division and the appropriate action will be taken at the time of funding approval or denial. Notwithstanding the foregoing, it is agreed that once Client has taken possession of the goods or services supplied by Synergetics pursuant to the terms of this Agreement, Client shall be liable for the price for such goods or services regardless of whether the E-rate funding is approved or paid.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized officers or representatives as of the date first written above.

Synergetics Diversified
Computer Services, Inc.

David A. Palmer
CEO
Patrick Posey
Superintendent

February 6, 2015
Date Signed

Client

Client

Client

Client

Date Signed

IMPORTANT NOTE: IN ORDER FOR THIS CONTRACT TO BE FUNDED BY E-RATE, it must be signed and dated no earlier than the allowable contract date on the corresponding Form 470 and no later than the date that the Form 471 is signed and submitted. Failure to follow proper procedure will result in denial of your funding request.

# EXHIBIT A

Synergetics will provide the Client with the following Equipment and/or Services for the term of fifteen months as defined in the Agreement.

# PURCHASE AGREEMENT

This Purchase Agreement provides for purchase of the following Equipment and/or Services as detailed in the below referenced quotes:

Location	Quote	Cost	
Leake County High School	QTE-040522	\$4,020.00	
Leake County Career and Technical Center	QTE-040523	\$2,075.00	
Leake County Elementary School	QTE-040524	\$2,350.00	
Leake Central High School	QTE-040525	\$6,205.00	
Leake Central Junior High School	QTE-040526	\$4,020.00	
Leake Central Elementary School	QTE-040527	\$5,930.00	
Virtual Controller to be Shared by all Schools	QTE-040528	\$6,560.00	
Total Turnkey Solution	y Solution \$31,160.00		

# **EXHIBIT 9**



## **Schools and Libraries**

# **FY 2015 E-rate Application Information Request**

April 22, 2016

Contact Name: David A Palmer/ Jennifer Kimbrough Applicant Name: LEAKE COUNTY SCHOOL DISTRICT FCC Form 471 Application Number: 1038199

Response Due Date: May 07, 2016

The Program Compliance team is reviewing your Funding Year 2015 FCC Form 471 Applications for schools and libraries discounts to ensure that it is in compliance with the rules of the Universal Service program. To complete our review, additional information is required, please see the list below.

### Item 1

Based on the review of your Funding Year 2015 FCC Form 471 application 1038199, and despite multiple requests for documentation, USAC must seek recovery for improperly disbursed funds for FRN(s) listed below. FCC rules require Services delivered that were not approved on a FCC Form 471. Therefore, we will seek recovery of the following improperly disbursed amounts from the Service Provider.

FRN	Disbursed Funds to be Recovered		
2826991	\$ 10,446.50		

## Question

If the disbursed funds for the(se) FRNs should not be recovered and you have alternative information, please provide the supporting documentation.

For additional information on Services delivered that were not approved on a FCC Form 471.

## Response Reminders

Please email or fax the requested information to my attention. If you have any questions or you do not understand what we are requesting, please contact me.

It is important that we receive all of the information requested within 15 calendar days so we can complete review of your application(s). Failure to do so may result in a commitment adjustment and/or recovery of previously disbursed funds. If recovery is needed, USAC may seek recovery of any improperly disbursed funds from the Service Provider.

Please note that you are required to retain all documents related to the application for, receipt and delivery of supported services as well as any other documents that demonstrate compliance with the requirements of the program for at least 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request.

**Program Compliance Information Request** 

Page **2** of **2** 

Response due: 05/7/2016

Thank you for your cooperation and continued support of the Universal Service Program.

Sincerely,
Karen Hulmes
Associate Case Manager – SLP Appeals/COMAD
30 Lanidex Plaza West, Parsippany, NJ 07054
(T) 973 581-5116 (F) 973 599-6582
khulmes@sl.universalservice.org



May 2, 2016

SLD Appeals/COMAD Program Compliance Information Request Attn: Karen Hulmes, Associate Case Manager 30 Lanidex Plaza West Parsippany, NJ 07054

FRN: 2826991 471: 1038199

Application Name: Leake County School District

Service Provider: Synergetics DCS, INC – SPIN 143004683 Re: Request for funds to be recovered - \$10,466.50

Due: May 7, 2016

This letter is in response to the letter dated April 22, 2016 with the Question:

"If the disbursed funds for the(se) FRNs should not be recovered and you have alternative information, please provide supporting documentation." (Exhibit 1)

The purpose of this letter is to demonstrate that the disbursed funds should not be recovered as all program rules were followed, all funding request items are 100% Erate eligible, and exactly what was quoted to the applicant is exactly what was invoiced to the applicant and USAC.

Leake County School District posted Form 470 # 378920001293023 (**Exhibit 2**) on January 12, 2015 that included the descriptions for Access Points, Controllers, and included the name of the RFP: LCSD Wireless 2015 with specific details on their request. See the following Line Item #10 Category Two - Internal Connections Description:

least 28 days. If your RFP is no	t available to all interested bid	als (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for a dders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests. • or more of these services. It is available or will become available on the Internet at:
	the contact person in Item	
Your REP Indentifier: LCSD WI	PELESS 3015	
b ☐ NO, I have not released an		·
Whether you check YES or NO, yo and cabling) and quantity and/or	ou must list below the Internal capacity (e.g., connecting 1 cla	Connections and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub
Whether you check YES or NO, you and cabling) and quantity and/or Service	ou must list below the Internal capacity (e.g., connecting 1 cla Quantity and/or Capacity	Connections and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub
Whether you check YES or NO, you and cabling) and quantity and/or	ou must list below the Internal capacity (e.g., connecting 1 cla	Connections and Managed Internal Broadband Services you seek. Specify each service (e.g., a router,hub

See attached Exhibit 2 for entire Form 470 Application



In reference to the Leake County School District's <u>Wireless RFP (Exhibit 3)</u>, there are several areas that request proposals for Access Points, Controllers and complete installation that include:

# Wireless RFP Page 2 – Subject

"Requests for Quotations/Proposals for installing wireless access points and controllers with managed wireless infrastructure for schools in the Leake County School District."

## Wireless RFP Page 12 – Item 29 – Wireless Solution

"All proposals are to provide a wireless solution for installation of wireless equipment, which will include mounting of wireless access points, installation and configuration of all access points and controllers, technical assistance, training, configuration of access points and controller, and testing of equipment. Upon completion of project the Technology Coordinator will be provided close out documents detailing the location and installation of all access points and controller with a schema drawing of the infrastructure."

## Wireless RFP Page 13 – Scope of Work Highlights

"Provide wireless access points. LCSD will provide the location of the new access points and those being replaced. The controller can be on site or cloud based."

"Install and configure a wireless solution for each school which will coordinate with the District's existing wireless system"

"Provide training to LCSD technical staff on the configuration and management of all devices."

## Wireless RFP Page 26 – Quote Submission Form

"Please include in the quote the product, model number, product description, quantity and unit pricing for access points and controllers and any additional equipment or materials needed for the wireless installation."



# Synergetics submitted quotes/proposal to Leake County School District that included access points, controller and installation as follows: (Exhibit 4)

Qte	Location	Total
QTE-040522	Leake County High School	\$ 4,020.00
QTE-040523	QTE-040523 Leake County Career and Technical Center	
QTE-040524	Leake County Elementary School	\$ 2,350.00
QTE-040525	Leake Central High School	\$ 6,205.00
QTE-040526	Leake Central Junior High School	\$ 4,020.00
QTE-040527	Leake Central Elementary School	\$ 5,930.00
QTE-040528	Virtual Controller (Shared)	\$ 6,560.00
	\$ 31,160.00	

Each quote lists all items separately to include:

- Access Point
- Installation of Access Point
- Network Configuration and Training of Wireless Network Turnkey
- Virtual Appliance Controller
- License for Controller
- Wireless Configuration/Training of Controller Turnkey

When the Leake County School District's Technology Coordinator, Pamela Tucker submitted their Form 471 #1038199 (Exhibit 5), the items that were listed separately in the quote/proposals were combined together in the Item 21 Details. As you can note from the attached quotes, there are 64 Access Points, 1 Controller and installation for a total of \$31,160.00. These items were combined into 65 items listed as Access Points for a total of \$31,160.00.

The applicant applied for all items under the "wireless" category as serving the same function and combined them on the item 21. Since there was no PIA review that requested more details for the request, the detailed quotes were never submitted to USAC. In previous funded years, the application has combined requests similar to this and additional details were provided when requested during the PIA review. The applicant has never had a COMAD in previously funded years for the invoice line items not matching the Form 471/Item 21 details and therefore was not aware of any new rules or guidance on any changes for Form 471 item 21 detail submission.



It has been noted that Erate FY 2015 Item 21 spreadsheet template version 15 does not include the column question "Installation included in Price" as the newer Erate FY 2016 Item 21 template version 16 does include. This installation question/option was not included with the applicants template utilized for Funding Year 2015. (Exhibit 6)

The invoices submitted to USAC for payment matched exactly in line items and amounts to the original quotes and invoices to the applicant. Payment has been received from both the applicant and USAC for these identified invoices. Applicant and USAC invoices are included in **Exhibit 7**.

Quote	Total	Invoice to Applicant	Amount with 85% Discount	Invoice to USAC	Amount	Total
-		INV-				
QTE-040523	\$ 2,075.00	027280	\$ 311.25	INV-027280SLD	\$ 1,763.75	\$ 2,075.00
		INV-				
QTE-040524	\$ 2,350.00	027235	\$ 352.50	INV-027235SLD	\$ 1,997.50	\$ 2,350.00
		INV-				
QTE-040525	\$ 6,205.00	027281	\$ 930.75	INV-027281SLD	\$ 5,274.25	\$ 6,205.00
		INV-				
QTE-040526	\$ 4,020.00	027233	\$ 603.00	INV-027233SLD	\$ 3,417.00	\$ 4,020.00
		INV-				
QTE-040527	\$ 5,930.00	027230	\$ 889.50	INV-027230SLD	\$ 5,040.50	\$ 5,930.00
		INV-				
QTE-040528	\$ 6,560.00	027240	\$ 984.00	INV-027240SLD	\$ 5,576.00	\$ 6,560.00

Leake County School District's Technology Coordinator, Pamela Tucker has corresponded through telephone conversations and email on this matter providing copies of the purchase agreement along with each of the quotes in reference to FRN #2826991 (Exhibit 8). It is evident the original quotes provided the items and services requested on the Posted 470 and applicant RFP for wireless access points, controllers and installation/training. It is evident all proposed items and services are 100% E-rate eligible. It is evident the corresponding invoices to the applicant and USAC match perfectly to the originally proposed quotes in line items and totals. It is evident the applicant bundled these items into one category and amount for their Item 21 submission. It is evident that the original invoices submitted were processed and paid in full as the items on the invoices were 100% E-rate eligible. It is evident that prior Item 21 templates did not include a specific column for requesting if installation was included with the cost.

The applicant has not violated any rules nor ignored any guidance on specific instructions for item 21 attachment forms that requested specifics on installation or not bundling "like" items. The applicant



completed the Form 471 request application in similarity of previously funded requests and has not experienced any issues in the past or been penalized for not providing "unknown" information. Any questions or clarifications on requests have always been resolved during the PIA review of the Funding requests.

It is evident that the disbursed funds for FRN #2826991 were for items and services that were originally quoted to the applicant as 100% E-rate eligible and qualify for funding and reimbursement. The applicant should not be penalized for some technicality of bundling these items on their Form 471 application submission and not provided the opportunity to clarify any questions or additional information required for funding that would go through the standard process of a PIA review as they have in previous funded applications.

Synergetics DCS, Inc and Leake County School District are requesting for the disbursed funds for FRN #2826991 for items that are 100% E-rate Eligible not be requested to be recovered. We are requesting that provided supporting documentation in this response be reviewed as providing clear evidence that no rules were violated and no guidance was ignored. There is no rule or USAC guidance that states an applicant cannot bundle eligible items on their Form 471. The current Form 471 Category 2 Template now asks the question "Installation included in the Price?" but that question was not asked of the FY2015 applicants. There was no Waste, Fraud, or Abuse in this process. No funds were committed or disbursed inappropriately. The documentation included in this response provides ample proof of eligible goods and services were funded and delivered. The quote has been provided and information on the quote exactly matches the invoice that was provided. The Form 471 Requested Amount matches the quote and the invoice to the penny. Documentation provides a direct correlation of quote to FRN Request to invoice.

Thank you for your assistance in this matter. Please let us know if any additional information or documentation is required.

Respectfully

David A. Palmer

CEO

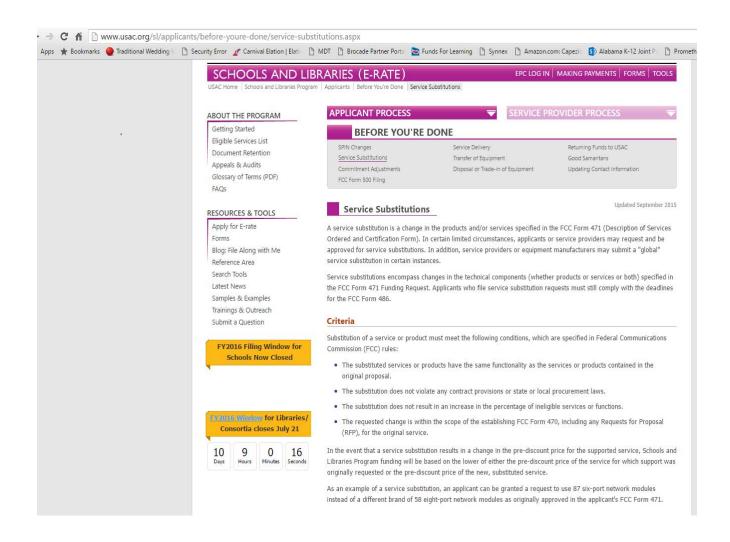
Synergetics DCS, Inc

CC: Pamela Tucker, Technology Coordinator of Leake County School District

CC: Gary Rawson, Mississippi State E-rate Coordinator

## Exhibit 11

http://www.usac.org/sl/applicants/before-youre-done/service-substitutions.aspx



# **EXHIBIT 12**

# May 25, 2011

To: Service Substitutions

Schools and Libraries Division - Correspondence Unit

30 Lanidex Plaza West

PO Box 685

Parsippany, NJ 07054-0685

From: Lumberton School District

Billed Entity: 128682

471 #743494 FRN #2053830 Janice Russell Consultant 107 10<sup>th</sup> Avenue

Lumberton, MS 39455

601-796-2441

jrussell@traceroad.net

# **FROM:**

Qty	Description	Function	Unit Cost	Extended Cost	
•	Cisco 1131 A/G Series Access				
10	Points	Wireless Connectivity	\$422.90	\$4,229.00	
2	Cisco WLAN Controller 2106	Wireless Connectivity	\$1,930.50	\$3,861.00	
10	Cisco Power Injectors	Wireless Connectivity	\$36.34	\$363.40	
		Total of Products and Sei	rvices		\$8,453.40
		<b>Total of FRN Funded</b>			\$8,453.40

				Extended	
Qty	Description	Function	<b>Unit Cost</b>	Cost	
	Cisco 1131 A/G Series LW Access				
9	Point	Wireless Connectivity	\$422.90	\$3,806.10	
1	Cisco WLAN Controller 2106	Wireless Connectivity	\$3,062.30	\$3,062.30	
11	Installation of Access Points	Installation/Configuration	\$75.00	\$825.00	
8	Installation of WLAN Controller	Installation/Configuration	\$95.00	\$760.00	
		Total of Products and Servi	ices		\$8,453.40
		Total of FRN Service Subst	itution Requ	est	\$8,453.40

# I certify:

- that the substituted products or services have the same functionality as contained in the original proposal;
- that the substitution does not violate any contract provisions or state or local procurement laws;
- that the substitution does not result in an increase in the percentage of ineligible services or functions; and
- that the requested change is consistent within the scope of the establishing FCC Form 470, including and any Requests for Proposal for the original services.

To the extent that the requested service substitution provides a decreased cost, I authorize the Schools and Libraries Division to reduce my funding commitment.

Thanking you in advance for your consideration of this request.

Janice Russell Consultant 107 10<sup>th</sup> Avenue Lumberton, MS 39455 601-796-2441 jrussell@traceroad.net



# ADMINISTRATOR'S DECISION ON SERVICE SUBSTITUTION REQUEST

June 28, 2011

Janice Russell 107 West 10<sup>th</sup> Avenue Lumberton, MS 39455

Form 471 Application Number: 743494 (Lumberton Public School District)

Dear Applicant:

This letter is your notification that the FCC Form 471, Services Ordered and Certification Form you submitted for Minor Modifications was received and approved. You are now authorized to make the changes identified in your submission.

This letter does NOT authorize any increase in funding of any Funding Request Numbers (FRNs) contained in your submission. If the changes represent a cost decrease from the original commitment amount for the Funding Request Numbers (FRNs) listed below, the Schools and Libraries Division (SLD) automatically adjusts the funding commitment for the affected FRNs. If applicable, the amount of the reduction and the revised funding commitment will be shown below for the affected FRNs.

Do NOT file FCC Form 500 to reflect any funding reduction from this service substitution request, as the funding reduction has already been taken.

Please keep this letter for your records. This is the only notification you will receive indicating the processing of the above-submitted form, and of a reduced funding commitment if a cost decrease is included.

The Funding Request Numbers (FRNs) listed below are the only changes to products or services authorized for this Minor Modification filing.

FRN: 2053830

Reduction: No Change

Revised Commitment: No Change

If you have any questions regarding the above information, please write to us at "Schools and Libraries Division - Correspondence Unit, 30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685"

TO APPEAL THIS DECISION

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

- 1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
- 2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
  - appellant name.
  - applicant or service provider name, if different than appellant,
  - · applicant BEN and service provider SPIN,
  - · application or form number as assigned by the USAC
  - Funding Request Number(s) (FRNs) you are appealing if provided in the letter,
  - Name of letter and funding year both are located at the top of the letter, and
  - the exact text or the decision that you are appealing.
- 3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
- 4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
- 5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal Schools and Libraries Division - Correspondence Unit 30 Lanidex Plaza West PO Box 685 Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, please see the "Appeals Procedure" posted on our website.

You have the option of filing an appeal with USAC or directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted on our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

# **EXHIBIT 13**

March 5, 2007

Service Substitutions Schools and Libraries Division Box 125 — Correspondence Unit 80 South Jefferson Road Whippany, New Jersey 07981

Coahoma County School District is requesting a service substitution for 471 application number **428178** and Funding Request Number **1186689**. The specific change requested is as follows:

# **FROM**

				Extended
Quantity	Description	ι	Jnit Cost	Cost
11	3 Outlet CAT6 Network Drop		365.00	4015.00
44	5 Outlet CAT6 network Drop		490.00	21560.00
253	3'CAT6 Patch Cable		9.50	2403.50
253	10' CAT6 Patch Cable		12.50	3162.50
	48-port Patch panels w/appropriate	)		
6	mounting hw		250.00	1500.00
	•	TOTAL		32,641.00

Quantity	Description	Unit Cost	Extended Cost
Quartity	Superior Essex Cat 6 non-Plenum	0031	COSt
28700	Cable	.17	4879.00
164	Siem Cat 6 Jack	7.00	1148.00
	Siemon surface Mount Outlet Box		
82	Including Face Plate (Dual Drop)	7.00	574.00
656	Panduit ¾" Raceway per Foot	2.00	1312.00
	Install coax, Cat 5e, or 6 Dual Drop -		
82	295 Ft Maximum	85.00	6970.00
82	Install Surface Mount Outlet Box	4.00	328.00
656	Install Surfacew Raceway Per Foot	1.00	656.00
164	Testing Cat 5e or 6 per drop	4.00	656.00
4	Siemon Cat 6 48 Port Patch Panel	295.00	1180.00
	Install Patch Panel (excluded		
4	termination)	15.00	60.00
164	Comtrad Cable 3ft Patch Cable	3.00	492.00
164	Comtrad Cable 10ft Cat6 Patch Cable	6.00	984.00
80	Misc Hourly Rate	75.00	6000.00
	TOTAL		25,239.00

Coahoma County School District is requesting a service substitution for 471 application number **428178** and Funding Request Number **1186675**. The specific change requested is as follows:

# **FROM**

			Extended
Quantity	Description	Unit Cost	Cost
8	3 Outlet CAT6 Network Drop	365.00	2920.00
61	5 Outlet CAT6 network Drop	490.00	29890.00
329	3'CAT6 Patch Cable	9.50	3125.50
329	10' CAT6 Patch Cable	12.50	4112.50
	48-port Patch panels w/appropriate		
7	mounting hw	250.00	1750.00
	TOTAL	_	41,798.00

Quantity	Description Superior Essex Cat 6 non-Plenum	Unit Cost	Extended Cost
29050	Cable	.17	4938.50
166	Siem Cat 6 Jack	7.00	1162.00
	Siemon surface Mount Outlet Box		
83	Including Face Plate (Dual Drop)	7.00	581.00
664	Panduit ¾" Raceway per Foot	2.00	1328.00
	Install coax, Cat 5e, or 6 Dual Drop –		
83	295 Ft Maximum	85.00	7055.00
83	Install Surface Mount Outlet Box	4.00	332.00
664	Install Surfacew Raceway Per Foot	1.00	664.00
166	Testing Cat 5e or 6 per drop	4.00	664.00
4	Siemon Cat 6 48 Port Patch Panel	295.00	1180.00
	Install Patch Panel (excluded		
4	termination)	15.00	60.00
166	Comtrad Cable 3ft Patch Cable	3.00	498.00
166	Comtrad Cable 10ft Cat6 Patch Cable	6.00	996.00
80	Misc Hourly Rate	75.00	6000.00
	TOTAL		25,458.50

Coahoma County School District is requesting a service substitution for 471 application number **428178** and Funding Request Number **1186657**. The specific change requested is as follows:

# **FROM**

			Extended
Quantity	Description	Unit Cost	Cost
4	3 Outlet CAT6 Network Drop	365.00	1460.00
60	5 Outlet CAT6 network Drop	490.00	29400.00
312	3'CAT6 Patch Cable	9.50	2964.00
312	10' CAT6 Patch Cable	12.50	3900.00
	48-port Patch panels w/appropriate		
7	mounting hw	250.00	1750.00

TOTAL 39,474.00

		Unit	Extended
Quantity	Description	Cost	Cost
	Superior Essex Cat 6 non-Plenum		
35350	Cable	.17	6009.50
202	Siem Cat 6 Jack	7.00	1414.00
	Siemon surface Mount Outlet Box		
101	Including Face Plate (Dual Drop)	7.00	707.00
808	Panduit ¾" Raceway per Foot	2.00	1616.00
	Install coax, Cat 5e, or 6 Dual Drop –		
101	295 Ft Maximum	85.00	8585.00
101	Install Surface Mount Outlet Box	4.00	404.00
808	Install Surfacew Raceway Per Foot	1.00	808.00
202	Testing Cat 5e or 6 per drop	4.00	808.00
5	Siemon Cat 6 48 Port Patch Panel	295.00	1475.00
	Install Patch Panel (excluded		
5	termination)	15.00	75.00
202	Comtrad Cable 3ft Patch Cable	3.00	606.00
202	Comtrad Cable 10ft Cat6 Patch Cable	6.00	1212.00
100	Misc Hourly Rate	75.00	7500.00
	•		
	TOTAL		31,219.50

Coahoma County School District is requesting a service substitution for 471 application number **428178** and Funding Request Number **1186621**. The specific change requested is as follows:

# **FROM**

			Extended
Quantity	Description	Unit Cost	Cost
4	3 Outlet CAT6 Network Drop	365.00	1460.00
58	5 Outlet CAT6 network Drop	490.00	28420.00
302	3'CAT6 Patch Cable	9.50	2869.00
302	10' CAT6 Patch Cable	12.50	3775.00
	48-port Patch panels w/appropriate		
7	mounting hw	250.00	1750.00

TOTAL 38,274.00

Quantity	Description	Unit Cost	Extended Cost
Quartity	Superior Essex Cat 6 non-Plenum	0001	0001
40950	Cable	.17	6961.50
234	Siem Cat 6 Jack	7.00	1638.00
	Siemon surface Mount Outlet Box		
117	Including Face Plate (Dual Drop)	7.00	819.00
934	Panduit ¾" Raceway per Foot	2.00	1868.00
	Install coax, Cat 5e, or 6 Dual Drop –		
117	295 Ft Maximum	85.00	9945.00
117	Install Surface Mount Outlet Box	4.00	468.00
934	Install Surfacew Raceway Per Foot	1.00	934.00
234	Testing Cat 5e or 6 per drop	4.00	936.00
6	Siemon Cat 6 48 Port Patch Panel	295.00	1770.00
	Install Patch Panel (excluded		
6	termination)	15.00	90.00
234	Comtrad Cable 3ft Patch Cable	3.00	702.00
234	Comtrad Cable 10ft Cat6 Patch Cable	6.00	1404.00
100	Misc Hourly Rate	75.00	7500.00
	TOTAL		35.035.50

Coahoma County School District is requesting a service substitution for 471 application number **428178** and Funding Request Number **1186602**. The specific change requested is as follows:

# FROM

			Extended
Quantity	Description	Unit Cost	Cost
2	Duplex CAT6 Network Drop	280.00	560.00
8	3 Outlet CAT6 Network Drop	365.00	2920.00
72	5 Outlet CAT6 Network Drop	490.00	35280.00
383	3' CAT6 Patch Cable	9.50	3638.50
383	10' CAT6 Patch Cable	12.50	4787.50
	48-port Patch panels w/appropriate		
8	mounting hw	250.00	2000.00

TOTAL 49,186.00

Quantity	Description Superior Essex Cat 6 non-Plenum	Unit Cost	Extended Cost
61950	Cable	.17	10531.50
354	Siem Cat 6 Jack	7.00	2478.00
	Siemon surface Mount Outlet Box		
177	Including Face Plate (Dual Drop)	7.00	1239.00
1416	Panduit ¾" Raceway per Foot	2.00	2832.00
	Install coax, Cat 5e, or 6 Dual Drop –		
177	295 Ft Maximum	85.00	15045.00
177	Install Surface Mount Outlet Box	4.00	708.00
1416	Install Surface Raceway Per Foot	1.00	1416.00
354	Testing Cat 5e or 6 per drop	4.00	1416.00
8	Siemon Cat 6 48 Port Patch Panel	295.00	2360.00
	Install Patch Panel (excluded		
6	termination)	15.00	90.00
354	Comtrad Cable 3ft Patch Cable	3.00	1062.00
354	Comtrad Cable 10ft Cat6 Patch Cable	6.00	2124.00
100	Misc Hourly Rate	75.00	7500.00
	TOTAL		48,801.50

Coahoma County School District is requesting a service substitution for 471 application number **428178** and Funding Request Number **1186254**. The specific change requested is as follows:

# **FROM**

			Extended
Quantity	Description	Unit Cost	Cost
30	3 Outlet CAT6 Network Drop	365.00	10950.00
60	6' CAT6 Patch Cable	10.00	600.00
60	3'CAT6 Patch Cable	7.50	450.00
	Cat 5e Panel: 48-port patch panel with		
3	appropriate mounting hw	3.00	735.00
1	APCC Netshelter 42U Enclosed Rack	1462.00	1462.00
4	Heavy Duty Fixed Shelf APC fixed Shelf	80.00	320.00
	Keyboard Drawer/Tray APC 19" Rotating		
1	Keyboard Tray Black	303.00	303.00
1	Bolt Down Kit APC Bolt Down Kit-Black	47.00	47.00
	Cable Management Kit Cable		
2	Containment Bracket	37.00	74.00
	Turn Key Installation, Setup, and		
16	Configuaration of LAN	95.00	1520.00
	TOTAL		16,461.00

# то

Quantity	Description	Unit Cost	Extended Cost
10150	Superior Essex Cat 6 non-Plenum	47	1705 50
10150	Cable	.17	1725.50
58	Siem Cat 6 Jack	7.00	406.00
	Siemon surface Mount Outlet Box		
29	Including Face Plate (Dual Drop)	7.00	203.00
232	Panduit ¾" Raceway per Foot	2.00	464.00
	Install coax, Cat 5e, or 6 Dual Drop –		
29	295 Ft Maximum	85.00	2465.00
29	Install Surface Mount Outlet Box	4.00	116.00
232	Install Surfacew Raceway Per Foot	1.00	232.00
58	Testing Cat 5e or 6 per drop	4.00	232.00
2	Siemon Cat 6 48 Port Patch Panel	295.00	590.00
	Install Patch Panel (excluded		
2	termination)	15.00	30.00
58	Comtrad Cable 3ft Patch Cable	3.00	174.00
58	Comtrad Cable 10ft Cat6 Patch Cable	6.00	348.00
32	Misc Hourly Rate	75.00	2400.00
	TOTAL		9,385.50

I certify to the following information:

that the substituted products or services have the same functionality as contained in the original proposal;

that the substitution does not result in an increase in the percentage of ineligible services or functions;

that the substitution does not violate any contract provisions;

that the requested change is consistent with the establishing Form 470 and any Request for Proposal for the original services;

that the requested change is in compliance with all applicable state and local procurement laws; and

that I have secured access to all of the resources necessary to make effective use of the modified services as well as to pay the discounted charges for eligible services.

To the extent that the requested service substitution provides a decreased cost, I authorize the Schools and Libraries Division to reduce my funding commitment.

Thanking you in advance for your consideration of this request.

Anthony Dixon Technology Coordinator Coahoma County School District P. O. Box 820 Clarksdale, MS 38614 662-624-5448 662-624-5512

			YOUR E-RATE GI	JIDES	E-rate Support 🗸	Resources
			E-rate Manager®	)	My Funding ~	Forms ~
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0	02/03/2009	Changes to FR - Status Text cl		applicati	on review, you wer	e asked to d
	02/27/2008	FRN 1186689	removed from FR	N Extensi	on table	
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Ť	11/19/2007	Changes to FR - Payment Met	N 1186689 hod changed to 'S	SPI'		
	11/08/2007	Changes to FR - Contract Expi	N 1186689 ration Date chang	ged to '06	/30/2008	
	05/17/2007	Changes to FR - Committed A	N 1186689 mount changed to	o '\$22,7 <b>1</b> !	5.10'	
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Resour

History

Status Text changed to 'During application review, you were asked to

Authorized Disbursement Amount changed to '\$22,912.65'

Contract Expiration Date changed to '06/30/2008'

 Form 486 Service Start Date changed to '07/01/2004' 486 Acceptance Date changed to '03/05/2007'

Committed Amount changed to '\$22,912.65'

- Service Start Date changed to '07/01/2004' Committed Amount changed to '\$37,618.20'

- Total One Time Cost changed to '\$41,798.00' Estimated One Time Cost changed to '\$41,798.00'

 Estimated Annual Cost changed to '\$41,798.00' Last Date to Invoice changed to '01/28/2008' Installation Deadline changed to '09/30/2007'

Status Text changed to During application review, you were asked t

Months of Service changed to '12.00'

 Months of Service changed to 0.00 Total One Time Cost changed to 0.00 Estimated One Time Cost changed to 0.00 Estimated Annual Cost changed to 0.00 Service Start Date changed to 11/30/1999

- FCDL Date changed to 03/24/2005 - Months of Service changed to 12.00 Total One Time Cost changed to 41798.00 - Estimated One Time Cost changed to 41798.00

Item 21

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Amounts

Event

02/03/2009 Changes to FRN 1186675

12/10/2007 Changes to FRN 1186675

11/19/2007 Changes to FRN 1186675

11/08/2007 Changes to FRN 1186675

05/17/2007 Changes to FRN 1186675

03/05/2007 Changes to FRN 1186675

01/04/2007 Changes to FRN 1186675

03/27/2005 Changes to FRN 1186675

03/26/2005 Changes to FRN 1186675

Status Text changed to "

Status changed to 'FUNDED'

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02/27/2008 FRN 1186675 removed from FRN Extension table

Payment Method changed to 'SPI'



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Event

02/03/2009 Changes to FRN 1186657

12/10/2007 Changes to FRN 1186657

11/19/2007 Changes to FRN 1186657

11/08/2007 Changes to FRN 1186657

05/17/2007 Changes to FRN 1186657

03/05/2007 Changes to FRN 1186657

01/04/2007 Changes to FRN 1186657

03/27/2005 Changes to FRN 1186657

03/26/2005 Changes to FRN 1186657

Status Text changed to "

- Status changed to 'FUNDED'

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02/27/2008 FRN 1186657 removed from FRN Extension table

Payment Method changed to 'SPI'

History

Status Text changed to 'During application review, you were asked t

Authorized Disbursement Amount changed to '\$28,097.55'

Contract Expiration Date changed to '06/30/2008'

 Form 486 Service Start Date changed to '07/01/2004' - 486 Acceptance Date changed to '03/05/2007'

Committed Amount changed to '\$28,097.55'

 Service Start Date changed to '07/01/2004' Committed Amount changed to '\$35,526.60'

 Total One Time Cost changed to '\$39,474.00' Estimated One Time Cost changed to '\$39,474.00'

 Estimated Annual Cost changed to '\$39,474.00' Last Date to Invoice changed to '01/28/2008' Installation Deadline changed to '09/30/2007'

Status Text changed to During application review, you were asked to

Months of Service changed to '12.00'

 Months of Service changed to 0.00 - Total One Time Cost changed to 0.00 - Estimated One Time Cost changed to 0.00 Estimated Annual Cost changed to 0.00 Service Start Date changed to 11/30/1999

- FCDL Date changed to 03/24/2005 Months of Service changed to 12.00 Total One Time Cost changed to 39474.00 Estimated One Time Cost changed to 39474 00.

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02/27/2008 FRN 1186621 removed from FRN Extension table

Payment Method changed to 'SPI'

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Event

02/03/2009 Changes to FRN 1186621

12/10/2007 Changes to FRN 1186621

11/08/2007 Changes to FRN 1186621

10/15/2007 Changes to FRN 1186621

05/17/2007 Changes to FRN 1186621

03/05/2007 Changes to FRN 1186621

01/04/2007 Changes to FRN 1186621

03/27/2005 Changes to FRN 1186621

03/26/2005 Changes to FRN 1186621

- Status Text changed to "

- Status changed to 'FUNDED'

Sites

Authorized Disbursement Amount changed to '\$31,531.95'

Contract Expiration Date changed to '06/30/2008'

- Form 486 Service Start Date changed to '07/01/2004' - 486 Acceptance Date changed to '03/05/2007'

Committed Amount changed to '\$31,531.95'

- Service Start Date changed to '07/01/2004' - Committed Amount changed to '\$34,446.60'

- Total One Time Cost changed to '\$38,274.00' Estimated One Time Cost changed to '\$38,274.00'

 Estimated Annual Cost changed to '\$38,274.00' Last Date to Invoice changed to '01/28/2008' Installation Deadline changed to '09/30/2007'

Status Text changed to During application review, you were asked to dem

Months of Service changed to '12.00'

- Months of Service changed to 0.00 Total One Time Cost changed to 0.00 - Estimated One Time Cost changed to 0.00 - Estimated Annual Cost changed to 0.00 Service Start Date changed to 11/30/1999

- FCDL Date changed to 03/24/2005 Months of Service changed to 12.00 Total One Time Cost changed to 38274.00 Estimated One Time Cost changed to 38274.00

History

- Status Text changed to 'During application review, you were asked to den

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02/03/2009 Changes to FRN 1186602

Status Text changed to 'During application review, you were a

02/27/2008 FRN 1186602 removed from FRN Extension table

12/10/2007 Changes to FRN 1186602

Authorized Disbursement Amount changed to '\$43,921.35'

11/19/2007 Changes to FRN 1186602

- Payment Method changed to 'SPI'

11/08/2007 Changes to FRN 1186602

Contract Expiration Date changed to '06/30/2008'

05/17/2007 Changes to FRN 1186602

Committed Amount changed to '\$43,921.35'

03/05/2007 Changes to FRN 1186602 - Form 486 Service Start Date changed to '07/01/2004' - 486 Acceptance Date changed to '03/05/2007'

01/04/2007 Changes to FRN 1186602 - Service Start Date changed to '07/01/2004'

 Committed Amount changed to '\$44,267.40' - Status Text changed to " - Months of Service changed to '12.00' - Total One Time Cost changed to '\$49,186.00'

- Status changed to 'FUNDED' - Estimated Annual Cost changed to '\$49,186.00' - Last Date to Invoice changed to '01/28/2008'

 Installation Deadline changed to '09/30/2007' 03/27/2005 Changes to FRN 1186602

- Months of Service changed to 0.00

- Total One Time Cost changed to 0.00

- Estimated One Time Cost changed to '\$49,186.00'

- Estimated One Time Cost changed to 0.00 Estimated Annual Cost changed to 0.00

- FCDL Date changed to 03/24/2005

- Total One Time Cost changed to 49186.00 Estimated One Time Cost changed to 49186.00

- Service Start Date changed to 11/30/1999 03/26/2005 Changes to FRN 1186602

Status Text changed to During application review, you were a

Months of Service changed to 12.00



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02/27/2008 FRN 1186254 removed from FRN Extension table

- Payment Method changed to 'SPI'

Sites

- Authorized Disbursement Amount changed to '\$8,446.95'

Contract Expiration Date changed to '06/30/2008'

- Form 486 Service Start Date changed to '07/01/2004' 486 Acceptance Date changed to '03/05/2007'

Committed Amount changed to '\$8,446.95'

- Service Start Date changed to '07/01/2004' - Committed Amount changed to '\$14,814.90'

 Total One Time Cost changed to '\$16,461.00' - Estimated One Time Cost changed to '\$16,461.00'

- Estimated Annual Cost changed to '\$16,461.00' Last Date to Invoice changed to '01/28/2008' - Installation Deadline changed to '09/30/2007'

Status Text changed to During application review, you were asked to d

- Months of Service changed to '12.00'

 Months of Service changed to 0.00 - Total One Time Cost changed to 0.00 - Estimated One Time Cost changed to 0.00 - Estimated Annual Cost changed to 0.00 - Service Start Date changed to 11/30/1999

- FCDL Date changed to 03/24/2005 Months of Service changed to 12.00 Total One Time Cost changed to 16461.00 Estimated One Time Cost changed to 16461.00

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02/03/2009 Changes to FRN 1186254

12/03/2007 Changes to FRN 1186254

11/19/2007 Changes to FRN 1186254

11/08/2007 Changes to FRN 1186254

05/17/2007 Changes to FRN 1186254

03/05/2007 Changes to FRN 1186254

01/04/2007 Changes to FRN 1186254

03/27/2005 Changes to FRN 1186254

03/26/2005 Changes to FRN 1186254

- Status Text changed to "

- Status changed to 'FUNDED'

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